

REPUBLIC OF KENYA



COUNTY GOVERNMENT OF BUNGOMA.



DEPARTMENT OF HEALTH AND SANITATION.

OPEN NATIONAL TENDER(ONT)

TENDER DOCUMENT

FOR

SUPPLY AND DELIVERY OF PHARMACEUTICALS

INVITATIONFORFRAMEWORK AGREEMENT (FA)

TENDER NUMBER: BGM/CNTY/DHS/OT/FA/03/2023-2026.

TENDERCLOSINGDATE: Friday 17th May, 2024

TIME: 10:00AM

April, 2024

ELIGIBILITY: OPEN TO ALL BIDDERS

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PART 1- TENDERING PROCEDURES

1. Section I-Instructionsto Tenderers(ITT)

This Section provides relevant information to help tenderers prepare their tenders. Information is also provided on the submission, opening, and evaluation of tenders and on the award of Contracts. Section I contains provisions that are to be used without modification by The County Government of Bungoma, Through The Department of Health And Sanitation or by a Tenderer.

2. Section II - Tender Data Sheet (TDS)

This Section includes provisions that are specific to each procurement and that supplement Section I, Instruction to Tenderers. This section shall be completed appropriately by the County Government of Bungoma, Through The Department of Health And Sanitation and not by a Tenderer. In any case, the County Government of Bungoma, Through The Department of Health And Sanitation shall not add any item in the TDS not included in the Standard Tender Document.

3. Section III - Evaluation and Qualification Criteria

This Section specifies the criteria to determine the Lowest Evaluated Tender that would be considered for contract award; that is the tenderer that meets the qualification criteria and whose tender has been determined to be substantially responsive to the bidding document, and the lowest evaluated cost.

4. No other criterion shall be added by the Procuring Entity. Some parts of this section may be omitted by The County Government of Bungoma, Through The Department of Health And Sanitation (and not by a Tenderer) to suit the subject procurement. For example, in some cases evaluation may not include Margin of Preference, so any reference to considerations for Margin of Preference will be omitted. The County Government of Bungoma, Through The Department of Health And Sanitation will complete the parts of the Criterion only as guided and allowed in this section. For example, if the criterion provides "Post qualification and Contract award" and lists an item that says "Other conditions.....", the Entity shall only include the conditions that are allowed in the Standard Tender Document.

5. Section IV – Tendering Forms

This Section includes the Form of Tender and other forms to be filled and submitted by the Tenderer; e.g. priced Schedules of Requirements, Bills of Quantities, Schedules of technical proposal, including technical and financial qualifications, personnel, financial resources, equipment, Tender Security and other to be completed and submitted by the Tenderer as part of its Tender.

6. PART 2 – PROCURING ENTITY’S REQUIREMENTS

This Section contains The County Government Of Bungoma, Through The Department Of Health And Sanitation

Schedules of Requirements, Specifications, Drawings, and supplementary information that describe the items to be procured. The Requirements shall also include (if so required) the environmental, social, health and safety requirements to be satisfied by the Tenderer in executing the contract.

7. PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VIII-General Conditions of Contract (GCC)

This Section contains the general clauses to be applied in all contracts. This Section contains provisions that are to be used without modification by The County Government of Bungoma, Through The Department of Health And Sanitation or by a Tenderer.

8. Section IX - Special Conditions of Contract (SCC)

The contents of this Section supplement the General Conditions of Contract and shall be prepared by the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION.

9. Section X - Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms, when required, shall only be completed by the successful Tenderer after Contract award.

INVITATION TO TENDER

PROCURING ENTITY:[COUNTY GOVERNMENT OF BUNGOMA DEPARTMENT OF HEALTH AND SANITATION]CONTRACT NAME AND DESCRIPTION: [SUPPLY AND DELIVERY OF PHARMACEUTICALS- TENDER NUMBER: BGM/CNTY/DHS/OT/FA/03/2023-2026.]

1. The County Government of Bungoma through the Department of Health and Sanitation Invites sealed tenders for the SUPPLY AND DELIVERY OF PHARMACEUTICALS - TENDER NUMBER: BGM/CNTY/DHS/OT/FA/03/2023-2026. **Tenders will be awarded based on a Framework agreement.**
2. Tendering will be conducted under an open competitive method (National) using a standardized tender document. Tendering is open to all qualified and interested Tenderers. Tenders will be awarded based on the Framework Agreement.
3. Qualified and interested applicants may obtain further information and inspect the Prequalification Document during office hours of 8.00 a.m. to 5.00 p.m. EAT from the Procurement Office annex Building 5th Floor.

**County Government of Bungoma,
Department of Health and Sanitation.**

P.O Box 437-50200, Bungoma

Tel No: 254-725393939

**Email.Bungomacountygovt@gmail.com and or
Procurementreporting@gmail.com**

4. A complete set of tender documents Document in English may be viewed and downloaded for **free of charge**. From the Bungoma County website www.Bungoma.go.ke and PPI Portal: www.tenders.go.ke.
5. Applications in plain sealed envelopes marked “ Framework Contracting of Suppliers 2023/2026 ” indicating the Reference Code No. and Item Description that the applicant wishes to be prequalified for should be addressed and delivered to:
**TO THE COUNTY CHIEF OFFICER
DEPARTMENT OF HEALTH AND SANITATION.
COUNTY GOVERNMENT OF BUNGOMA,
P.O BOX 437-50200, BUNGOMA**
6. The bid documents must be deposited in the **Tender Box Situated/located** on the Ground floor of at the **H.E. THE GOVERNOR OFFICE, former Municipal Building along Moi Avenue**, to be received on or before **Friday 17th May, 2024**.
7. Bulky tenders can be handed over to the County Procurement Director's office for registration and safekeeping till the tender opening date.
8. Bids will be opened promptly in public and in the presence of Bidders and or representatives who choose to attend the opening of bids at the County Boardroom tender opening Hall on the dates indicated against each tender.
9. Bids will be opened promptly in public and in the presence of Bidders and or representatives who choose to attend the opening of bid at the County's Boardroom tender opening Hall on the dates indicated against each tender.
10. Late bids, a portion of bids, and Electronic bids shall NOT be accepted for evaluation irrespective of circumstances

Name {**DR. MAGRINA MAYAMA**}

COUNTY CHIEF OFFICER HEALTH AND SANITATION.

PART 1 - TENDERING PROCEDURES

SECTION I: INSTRUCTIONS TO TENDERERS

A **General Provisions**

1 **Scope of Tender**

1.1 The County Government of Bungoma, Through The Department of Health And Sanitation as defined in the **TDS** invites tenders for supply of goods and, if applicable, any Related Services incident thereto, as specified in Section V, Supply Requirements. The name, identification, and number of lots (contracts) of this Tender Document are specified in the **TDS**.

1.2 Throughout this tendering document:

- a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including if specified in the **TDS**, distributed or received through the electronic-procurement system used by the County Government of Bungoma, Through The Department Of Health And Sanitation) with proof of receipt;
- b) if the context so requires, “singular” means “plural” and vice versa;
- c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the County Government Of Bungoma, Through The Department of Health And Sanitation. It excludes official public holidays.

2 **Fraud and Corruption**

2.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 “Declaration not to engage in corruption”. The tenders submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.

2.2 The County Government of Bungoma, Through The Department of Health And Sanitation requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the “Certificate of Independent Tender Determination” annexed to the Form of Tender.

2.3 Unfair Competitive Advantage- Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, The County Government of Bungoma, Through The Department of Health And Sanitation shall indicate in the **Data Sheet** and make available to all the firms together with this tender document all information that would in that respect give such firm an unfair competitive advantage over competing firms.

3 **Eligible Tenderers**

3.1 A Tenderer may be a firm that is a private entity, an individual, a state-owned enterprise or institutions subject to IT 3.7, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. Public employees and their closer relatives (*spouses, children, brothers, sisters and uncles and aunts*) are not eligible to participate in the tender.

In the case of a joint venture, all members shall be jointly and severally liable for the execution of the enti

reContract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution. The maximum number of JV members shall be specified in the **TDS**.

- 32 Public Officers of the County Government of Bungoma, Through The Department Of Health And Sanitation, their Spouses, Child, Parent, Brother or Sister. Child, Parent, Brother or Sister of a Spouse and their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 33 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:
- a) directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
 - b) receives or has received any direct or indirect subsidy from another Tenderer; or
 - c) has the same representative or ownership as another Tenderer; or
 - d) has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of The County Government of Bungoma, Through The Department of Health And Sanitation regarding this Tendering process; or
 - e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods that are the subject of the Tender; or
 - f) or any of its affiliates has been hired (or is proposed to be hired) by The County Government of Bungoma, Through The Department of Health And Sanitation or County Government Of Bungoma, Through The Department Of Health And Sanitation for the Contract implementation; or
 - g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the projects specified in the **TDS** ITT 1.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or has a close business or family relationship with a professional staff of The County Government of Bungoma, Through The Department of Health And Sanitation (or of the project implementing agency, who: (i) are directly or indirectly involved in the preparation of the tendering document or specifications of the Contract, and/or the Tender evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to The County Government of Bungoma, Through The Department of Health And Sanitation throughout the Tendering process and execution of the Contract.
- 34 A tenderer shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. A tenderer that is proven to have been involved in any of these practices shall be automatically disqualified.
- 35 A firm that is a Tenderer (either individually or as a JV member) shall not submit more than one Tender, except for permitted alternative Tenders. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member, may participate as a subcontractor in more than one Tender. Members of a joint venture may not also make an individual tender, be a subcontractor in separate tenders or be part of another joint venture for the purposes of the same Tender.
- 36 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 3.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated

or registered in and operates in conformity with the provisions of the law of that country, as evidence by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including related Services.

- 37 A Tenderer that has been debarred by the PPRA from participating in public procurements shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the PPRA's website www.ppra.go.ke
- 38 Tenderers that are state-owned enterprises or institutions may be eligible to compete and be awarded a Contract(s) only if they are (i) a legal public entity of the state Government and/or public administration, (ii) financially autonomous and not receiving any significant subsidies or budget support from any public entity or Government, and (iii) operating under commercial law and vested with legal rights and liabilities similar to any commercial enterprise to enable it to compete with firms in the private sector on an equal basis. Public employees and their closer relatives are not eligible to participate in the tender.
- 39 Tenderers may be ineligible if their countries of origin (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting for supply of goods or services from that country, or any payments to any country, person, or entity in that country. A tenderer shall provide such documentary evidence of eligibility satisfactory to the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION, as The County Government of Bungoma, Through The Department of Health And Sanitation shall reasonably request.
- 3.10 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by The County Government of Bungoma, Through The Department of Health And Sanitation to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 3.11** Where the law requires tenderers to be registered with certain authorities in Kenya, such registration requirements shall be defined in the **TDS**
- 3.12 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemptions shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke.
- 3.13 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

4 Eligible Goods and Related Services

- 4.1 All the Goods and Related Services to be supplied under the Contract shall have their origin in any country that is eligible in accordance with ITT 3.9.
- 4.2 For purposes of this ITT, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.

- 43 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
- 44 A COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION shall ensure that the items listed below shall be sourced from Kenya and there shall be no substitutions from foreign sources. The affected items are:
- a) motor vehicles, plant and equipment which are assembled in Kenya;
 - b) furniture, textile, foodstuffs, oil and gas, information communication technology, steel, cement, leather, agro-processed products, sanitary products, and other goods made in Kenya; or
 - c) goods manufactured, mined, extracted or grown in Kenya.
- 45 Any goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.

5. Sections of Tendering Document

- 5.1 The tendering document consists of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITT 8.

PART 1: Tendering Procedures

- i) Section I-Instruction to Tenderers (ITT)
- ii) Section II-Tendering Data Sheet (TDS)
- iii) Section III-Evaluation and Qualification Criteria
- iv) Section IV-Tendering Forms

PART 2: Supply Requirements

- v) Section V-Schedule of Requirements

PART 3: Contract

- vi) Section VI-General Conditions of Contract (GCC)
- vii) Section VII-Special Conditions of Contract (SCC)
- viii) Section VIII-Contract Forms

- 5.2 The notice of invitation to tender or the notice to the prequalified tenderers issued by The County Government of Bungoma, Through The Department of Health And Sanitation is not part of the tendering document.

- 5.3 Unless obtained directly from the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION, The County Government of Bungoma, Through The Department of Health And Sanitation is not responsible for the completeness of the document, responses to requests for clarification, the minutes of the pre-tender meeting (if any), or addenda to the tendering document in accordance with ITT 7.

- 5.4 The tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

6. Clarification of Tendering Document

61 A Tenderer requiring any clarification of the Tender Documents shall contact The County Government of Bungoma, Through The Department of Health And Sanitation in writing at the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION's address specified in the TDS or raise its enquiries during the pre-Tender meeting if provided for in accordance with ITT 6.4. The County Government of Bungoma, Through The Department of Health And Sanitation will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the TDS prior to the deadline for submission of tenders. The County Government of Bungoma, Through The Department of Health And Sanitation shall forward copies of its responses to all tenderers who have acquired the Tender documents in accordance with ITT 5.3, including a description of the inquiry but without identifying its source. If so specified in the TDS, The County Government of Bungoma, Through The Department of Health And Sanitation shall also promptly publish its response at the webpage identified in the TDS. Should the clarification result in changes to the essential elements of the Tender Documents, The County Government of Bungoma, Through The Department of Health And Sanitation shall amend the Tender Documents following the procedure under ITT 7.

62 The County Government of Bungoma, Through The Department of Health And Sanitation shall specify in the TDS if a pre-tender conference will be held, when and where. The Tenderer's designated representative is invited to attend a pre-Tender meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

63 The Tenderer is requested to submit any questions in writing, to reach The County Government of Bungoma, Through The Department of Health And Sanitation not later than the period specified in the TDS before the meeting.

64 Minutes of the pre-Tender meeting, if applicable, including the text of the questions asked by Tenderers and the response given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT 6.3. Minutes shall not identify the source of the questions asked.

65 The County Government of Bungoma, Through The Department of Health And Sanitation shall also promptly publish an anonymized (*nonames*) Minutes of the pre-Tender meeting at the webpage identified in the TDS. Any modification to the Tender Documents that may become necessary as a result of the pre-Tender meetings shall be made by The County Government of Bungoma, Through The Department of Health And Sanitation exclusively through the issue of an Addendum pursuant to ITT 7 and not through the minutes of the pre-Tender meeting. Non-attendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

7. Amendment of Tendering Document

7.1 At any time prior to the deadline for submission of Tenders, The County Government of Bungoma, Through The Department of Health And Sanitation may amend the tendering document by issuing addenda.

7.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tender document from The County Government of Bungoma, Through The Department of Health And Sanitation in accordance with ITT 6.3. The County Government of Bungoma, Through The Department of Health And Sanitation

shall also promptly publish the addendum on the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION's webpage in accordance with ITT 7.1.

73 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, The County Government of Bungoma, Through The Department of Health And Sanitation may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT 21.2.

C. Preparation of Tenders

8 Cost of Tendering

8.1 The Tenderers shall bear all costs associated with the preparation and submission of its Tender, and The County Government of Bungoma, Through The Department of Health And Sanitation shall not be responsible or liable for those costs, regardless of the conductor or outcome of the Tendering process.

9. Language of Tender

9.1 The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION, shall be written in English Language. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English Language, in which case, for purposes of interpretation of the Tender, such translations shall govern.

10. Documents Comprising the Tender

10.1 The Tenders shall comprise the following:

- a) Form of Tender prepared in accordance with ITT 11;
- b) Price Schedules: completed in accordance with ITT 11 and ITT 13;
- c) Tender Security or Tender-Securing Declaration, in accordance with ITT 18.1;
- d) Alternative Tender: if permissible, in accordance with ITT 12;
- e) Authorization: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 19.3;
- f) Qualifications: documentary evidence in accordance with ITT 16.2 establishing the Tenderer's qualification to perform the Contract if its Tender is accepted;
- g) Tenderer Eligibility: documentary evidence in accordance with ITT 16.1 establishing the Tenderer's eligibility to tender;
- h) Eligibility of Goods and Related Services: documentary evidence in accordance with ITT 15, establishing the eligibility of the Goods and Related Services to be supplied by the Tenderer;
- i) Conformity: documentary evidence in accordance with ITT 15.2 that the Goods and Related Services conform to the tender document; and
- j) any other document required in the TDS.

102 In addition to the requirements under ITT 10.1, Tenders submitted by a JV shall include a copy of the Join

tVenture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement.

103 The Tenderers shall furnish in the Form of Tender information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Tender.

11. Form of Tender and Price Schedules

11.1 The Form of Tender and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alteration to the text. All blank spaces shall be filled in with the information requested. The Tenderers shall chronologically serialise pages of all tender documents submitted.

12. Alternative Tenders

12.1 Unless otherwise specified in the TDS, alternative Tenders shall not be considered.

13. Tender Prices and discounts

13.1 The prices quoted by the Tenderer in the Form of Tender and in the Price, Schedules shall conform to the requirements specified below.

13.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.

13.3 The price to be quoted in the Form of Tender in accordance with ITT 10.1 shall be the total price of the Tender, including any discounts offered.

13.4 The Tenderers shall quote any discounts and indicate the methodology for their application in the form of tender. Conditional discounts will be rejected.

13.5 Prices quoted by the Tenderers shall be fixed during the performance of the Contract and not subject to variation on any account, unless otherwise specified in the TDS. A Tender submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITT 2.8. However, if in accordance with the TDS, prices quoted by the Tenderers shall be subject to adjustment during the performance of the Contract, a Tender submitted with a fixed price quotation shall not be rejected, but the price adjustments shall be treated as zero.

13.6 If specified in ITT 1.1, Tenders are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the TDS, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 13.4 provided the Tenders for all lots (contracts) are opened at the same time.

13.7 The terms EXW, CIP, CIF, DDP and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce.

13.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Tendering Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Tenders by the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION. This shall not in any way limit the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND

SANITATION's right to contract on any of the terms offered. In quoting prices, the Tenderers shall be free to use transportation through carriers registered in any eligible country. Similarly, the Tenderer may obtain insurance services from any eligible country in accordance with ITT 3.6, Eligible Tenders. Prices shall be entered in the following manner:

- a) For Goods manufactured in Kenya:
 - i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable) final destination point indicated in the **TDS**, including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
 - ii) any sales tax and other taxes which will be payable in Kenya on the Goods if the Contract is awarded to the Tenderer; and
 - iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destinations specified in the **TDS**.
- b) For Goods manufactured outside Kenya, to be imported:
 - i) the price of the Goods, quoted CIP named place of destination, in Kenya, as specified in the **TDS**;
 - ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destinations specified in the **TDS**;
- c) For Goods manufactured outside Kenya, already imported:
 - i) the price of the Goods, including the original import value of the Goods; plus, any mark-up (or rebate); plus, any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported;
 - ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
 - iii) any sales and other taxes levied in Kenya which will be payable on the Goods if the Contract is awarded to the Tenderer; and
 - iv) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the **TDS**.
- d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements, the price of each item comprising the Related Services (inclusive of any applicable taxes).

14 Currencies of Tender and Payment

14.1 The currency(ies) of the Tender, the currency(ies) of award and the currency(ies) of contract payment shall be the same.

14.2 The Tenderer shall quote in Kenya shillings. If allowed in the **TDS**, the Tenderer may express the Tender price in any currency, provided it shall use no more than two foreign currencies in addition to the Kenya Shilling.

14.3 The rates of exchange to be used by the Tenderers shall be based on the exchange rates provided by the Central Bank of Kenya on the date 30 days prior to the actual date of tender opening.

15. Documents Establishing the Eligibility and Conformity of the Goods and Related Services

15.1 To establish the eligibility of the Goods and Related Services in accordance with ITT 15, Tenderers shall

complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Tendering Forms.

- 152 To establish the conformity of the Goods and Related Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.
- 153 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.
- 154 The Tenderers shall also furnish a list giving full particulars, including available sources and current price of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the TDS** following commencement of the use of the goods by the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION.
- 155 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by The County Government of Bungoma, Through The Department of Health And Sanitation in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

16. Documents Establishing the Eligibility and Qualifications of the Tenderer

- 16.1 To establish Tenderer eligibility in accordance with ITT 4, Tenderers shall complete the Form of Tender, included in Section IV, Tendering Forms.
- 16.2 The documentary evidence of the Tenderer qualification to perform the Contract if its Tender is accepted shall be established to the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION's satisfaction:
- a) that, if required **in the TDS**, a Tenderer that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Tendering Form to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Kenya;
 - b) that, if required **in the TDS**, in case of a Tenderer not doing business within the Kenya, the Tenderer is or will be (if awarded the Contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
 - c) that the Tenderer meet each of the qualification criteria specified in Section III, Evaluation and Qualification Criteria.

17. Period of Validity of Tenders

- 17.1 Tenders shall remain valid for the Tender Validity periods specified **in the TDS**. The Tender Validity period starts from the date fixed for the Tenders submission deadline (as prescribed by The County Government of Bungoma, Through The Department of Health And Sanitation in accordance with ITT 21.1). A Tender valid for a shorter period shall be rejected by The County Government of Bungoma, Through The Department of Health And Sanitation as non-responsive.
- 17.2 In exceptional circumstances, prior to the expiration of the Tender validity period, The County

Government of Bungoma, Through The Department of Health And Sanitation may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT18, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT17.3.

- 173 If the award is delayed by a period exceeding the number of days to be specified in the **TDS** days beyond the expiry of the initial tender validity period, the Contract prices shall be determined as follows:
- a) in the case of **fixed price** contracts, the Contract prices shall be the tender price adjusted by the factor specified in the **TDS**;
 - b) in the case of **adjustable price** contracts, no adjustments shall be made; or in any case, tender evaluations shall be based on the tender price without taking into consideration the applicable correction from those indicated above.

18. Tender Security

- 181 The Tenderers shall furnish as part of its Tender, either a Tender Securing Declaration or a Tender Security, as specified in the **TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified in the **TDS**.

- 182 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.

- 183 If a Tender Security is specified pursuant to ITT18.1, the Tender Security shall be a demand guarantee in any of the following forms at the Tenderer's option:

- i) cash;
- ii) a bank guarantee;
- iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
- iv) a letter of credit; or
- v) guarantee by a deposit taking micro-finance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund.

- 184 If an unconditional guarantee is issued by a non-Bank financial institution located outside Kenya, the issuing non-Bank financial institutions shall have a correspondent financial institution located in Kenya to make it enforceable unless The County Government of Bungoma, Through The Department of Health And Sanitation has agreed in writing, prior to Tender submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Tender Security shall be submitted either using the Tender Security Form included in Section IV, Tendering Forms, or in another substantially similar format approved by The County Government of Bungoma, Through The Department of Health And Sanitation prior to Tender submission. The Tender Security shall be valid for thirty (30) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT17.2.

- 185 If a Tender Security is specified pursuant to ITT18.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by The County Government of Bungoma, Through The Department of Health And Sanitation as non-responsive.

- 186 If a Tender Security is specified pursuant to ITT18.1, the Tender Security of unsuccessful Tenderers shall

bereturnedaspromptlyaspossibleuponthesuccessfulTenderersigningtheContractandfurnishingthePerformanceSecuritypursuanttoITT46.The County Government of Bungoma, Through The Department of Health And Sanitation shallalsopromptlyreturnthetendersecuritytothetendererswheretheprocurementproceedingsareterminated,alltendersweredeterminednon-responsiveorabidderdeclinestoextendtendervalidityperiod.

- 187 TheTenderSecurityofthesuccessfulTenderershallbereturnedaspromptlyaspossibleoncethesuccessfulTendererhassignedtheContractandfurnishedtherequiredPerformanceSecurity.
- 188 TheTenderSecuritymaybeforfeitedorthetenderSecuringDeclarationexecuted:
- a) ifaTendererwithdrawsitsTenderduringthepriodofTendervalidityspecifiedbytheTendererintheformofTender,oranyextensiontheretoprovidedbytheTenderer;or
 - b) ifthesuccessfulTendererfailsto:
 - i) signtheContractinaccordancewithITT45;or
 - ii) furnish aPerformanceSecurityinaccordancewithITT46.
- 189 Wheretendersecuringdeclarationisexecuted,The County Government of Bungoma, Through The Department of Health And Sanitation shallrecommendtothePPRAthatPPRAdebarstheTendererfromparticipatinginpublicprocurementasprovidedinthelaw.
- 18.10 TheTenderSecurityorTender-SecuringDeclarationofaJVmustbeinthenameoftheJVthatsubmitstheTender.IftheJVhasnotbeenlegallyconstitutedintoalegallyenforceableJVatthetimeofTendering,theTenderSecurityorTender-SecuringDeclarationshallbeinthenamesofallfuturemembersasnamedintheletterofintentreferreddtoinITT3.1andITT10.2.
- 18.11 Atenderershallnotissueatendersecuritytoguaranteeitself.

19. Format and Signing of Tender

- 19.1 TheTenderershallprepareoneoriginalofthedocumentscomprisingtheTenderasdescribedinITT11andclearlymarkit“ORIGINAL.”AlternativeTenders,ifpermittedinaccordancewithITT12,shallbeclearlymarked“ALTERNATIVE.”Inaddition,theTenderershallsubmitcopiesoftheTender,inthenumber **specifiedintheTDS**andclearlymarkthem“COPY.”Intheeventofanydiscrepancybetweentheoriginalandthecopies,theoriginalshallprevail.
- 19.2 Tenderersshallmarkas“CONFIDENTIAL”informationintheirTenderswhichisconfidentialtotheirbusiness.This mayincludeproprietaryinformation,tradesecrets,orcommercialorfinancially sensitive information.
- 19.3 TheoriginalandallcopiesoftheTendershallbetypedorwritteninindelibleinkandshallbesignedbyapersondulyauthorizedtosignonbehalfoftheTenderer.Thisauthorizationshallconsistofawrittenconfirmation **asspecifiedintheTDS**andshallbeattachedtotheTender.Thenameandpositionheldbyeachpersonsigningtheauthorizationmustbetypedorprintedbelowthesignature.AllpagesoftheTenderwhereentriesoramendments havebeenmadeshallbesignedorinitialedbythepersonsigningtheTender.
- 19.4 IncasethetendererisaJV,theTendershallbesignedbyanauthorizedrepresentativeoftheJVonbehalfoftheJV,andsoastobelegallybindingonallthemembersasevidencedbyapowerofattorneysignedbyeachmembers'legallyauthorizedrepresentatives.
- 19.5 Anyinterlineation,erasures,oroverwritingshallbevalidonlyiftheyaresignedorinitialedbythepersonsigningtheTender.

D. Submission and Opening of Tenders

20 Sealing and Marking of Tenders

- 20.1 Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an envelope, package or container. The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to The County Government of Bungoma, Through The Department of Health And Sanitation and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:
- a) in an envelope or package or container marked "ORIGINAL", all documents comprising the Tender, as described in ITT11; and
 - b) in an envelope or package or container marked "COPIES", all required copies of the Tender; and
 - c) if alternative Tenders are permitted in accordance with ITT12, and if relevant:
 - i) in an envelope or package or container marked "ORIGINAL-ALTERNATIVE TENDER", the alternative Tender; and
 - ii) in the envelope or package or container marked "COPIES-ALTERNATIVE TENDER", all required copies of the alternative Tender.
- 20.2 The inner envelopes or packages or containers shall:
- a) bear the name and address of the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION.
 - b) bear the name and address of the Tenderer; and
 - c) bear the name and Reference number of the Tender.
- 20.3 Where a tender package or container cannot fit in the tender box, The County Government of Bungoma, Through The Department of Health And Sanitation shall:
- a) Specify in the **TDS where** such documents should be received.
 - b) maintain a record of tenders received and issue acknowledgement receipt not to each tenderer specifying time and date of receipt.
 - c) Ensure all tenders received are handed over to the tender opening committee for opening at the specified opening place and time.
- 20.4 If an envelope or package or container is not sealed and marked as required, The County Government of Bungoma, Through The Department of Health And Sanitation will assume no responsibility for the misplacement or premature opening of the Tender. Tenders misplaced or opened prematurely will not be accepted.

21. Deadline for Submission of Tenders

- 21.1 Tenders must be received by The County Government of Bungoma, Through The Department of Health And Sanitation at the address and no later than the date and time specified in the **TDS**. When so specified in the **TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tenders submission procedures **specified in the TDS**.
- 21.2 The County Government of Bungoma, Through The Department of Health And Sanitation may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT7, in which case all rights and obligations of The County Government of Bungoma, Through The Department of Health And Sanitation and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

22 Late Tenders

22.1 The County Government of Bungoma, Through The Department of Health And Sanitation shall not consider any Tender that arrives after the deadline for submission of Tenders. Any Tender received by The County Government of Bungoma, Through The Department of Health And Sanitation after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

23 Withdrawal, Substitution, and Modification of Tenders

23.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT 19.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

- a) prepared and submitted in accordance with ITT 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and
- b) received by The County Government of Bungoma, Through The Department of Health And Sanitation prior to the deadline prescribed for submission of Tenders, in accordance with ITT 22.

23.3 Tenders requested to be withdrawn in accordance with ITT 23.1 shall be returned unopened to the Tenderers.

23.4 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

24 Tender Opening

24.1 Except as in the cases specified in ITT 23, The County Government of Bungoma, Through The Department of Health And Sanitation shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified in the TDS in the presence of Tenderers' designated representatives who choose to attend, including to attend any specific electronic tender opening procedures if electronic tendering is permitted in accordance with ITT 21.1, shall be as specified in the TDS.

24.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Tenders shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.

24.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tenders shall not be opened, but returned to the Tenderer. No Tender substitutions shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.

24.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Tender. No Tender modifications shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.

24.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security, if required; and any other

er details as The County Government of Bungoma, Through The Department of Health And Sanitation may consider appropriate.

- 24.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender openings shall be considered further for evaluation. The Form of Tender and pages of the Bill of Materials are to be initiated by the members of the tender opening committee attending the opening. The number of representatives of The County Government of Bungoma, Through The Department of Health And Sanitation to sign shall be specified in the TDS.
- 24.7 The County Government of Bungoma, Through The Department of Health And Sanitation shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 22.1).
- 24.8 The County Government of Bungoma, Through The Department of Health And Sanitation shall prepare a record of the Tender opening that shall include, as a minimum:
- the name of the Tenderer and whether there is a withdrawal, substitution, or modification;
 - the Tender Price, per lot (contract) if applicable, including any discounts;
 - any alternative Tenders;
 - the presence or absence of a Tender Security or Tender Securing Declaration, if one was required;
 - number of pages of each tender document submitted.
- 24.9 The Tenderers' representatives who represent shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening registers shall be issued to a Tenderer upon request.

E. Evaluation and Comparison of Tenders

25. Confidentiality

- 25.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the tendering process until the information on intention to award the contract is transmitted to all Tenderers in accordance with ITT 41.
- 25.2 Any effort by a Tenderer to influence The County Government of Bungoma, Through The Department of Health And Sanitation in the evaluation or contract award decisions may result in the rejection of its Tender.
- 25.3 Notwithstanding ITT 25.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact The County Government of Bungoma, Through The Department of Health And Sanitation on any matter related to the tendering process, it should do so in writing.

26. Clarification of Tenders

- 26.1 To assist in the examination, evaluation, comparison of the Tenders, and qualification of the Tenderers, The County Government of Bungoma, Through The Department of Health And Sanitation may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarifications submitted by a Tenderer in respect to its Tender and that is not in response to a request by The County Government of Bungoma, Through The Department of Health And Sanitation shall not be considered. THE COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION's request for clarification and the responses shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tenders shall be sought, offered, or permitted.

itted except to confirm the correction of arithmetic errors discovered by The County Government of Bungoma, Through The Department of Health And Sanitation in the Evaluation of the Tenders, in accordance with ITT30.

If a Tenderer does not provide clarification of its Tender by the date and time set in the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION's request for clarification, its Tender may be rejected.

27. Deviations, Reservations, and Omissions

27.1 During the evaluation of Tenders, the following definitions apply:

- a) "Deviation" is a departure from the requirements specified in the Tendering document;
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and
- c) "Omission" is the failure to submit part or all of the information or documentation required in the tendering document.

28. Determination of Responsiveness

28.1 The COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT28.2.

28. A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- a) if accepted, would:
 - i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - ii) limit in any substantial way, inconsistent with the tendering document, the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION's rights or the Tenderer's obligations under the Contract; or
- b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

28.2 The County Government of Bungoma, Through The Department of Health And Sanitation shall examine the technical aspects of the Tenders submitted in accordance with ITT15 and ITT16, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

28.3 If a Tender is not substantially responsive to the requirements of the tendering document, it shall be rejected by The County Government of Bungoma, Through The Department of Health And Sanitation and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

29. Non-conformities, Errors and Omissions

29.1 Provided that a Tender is substantially responsive, The County Government of Bungoma, Through The Department of Health And Sanitation may waive any non-conformities in the Tender.

29.2 Provided that a Tender is substantially responsive, The County Government of Bungoma, Through The Department of Health And Sanitation

may request that the Tenderers submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the Tender related to documentation requirements. Such omissions shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with these requirements may result in the rejection of its Tender.

293 Provided that a Tender is substantially responsive, The County Government of Bungoma, Through The Department of Health And Sanitation shall rectify quantifiable non-material non-conformities related to the Tender Price. To this effect, the Tender Prices shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the TDS. The adjustments shall be based on the average price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, The County Government of Bungoma, Through The Department of Health And Sanitation shall use its best estimate.

30. Arithmetical Errors

30.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

30.2 Provided that the Tender is substantially responsive, The County Government of Bungoma, Through The Department of Health And Sanitation shall handle errors on the following basis:

- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
- b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid prices shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail.

30.3 Tenderers shall be notified of any error detected in their bid during the notification of award.

31. Conversion to Single Currency

31.1 For evaluation and comparison purposes, the currency(ies) of the Tenders shall be converted in a single currency as specified in the TDS.

32. Margin of Preference and Reservations

32.1 A margin of preference may be allowed on locally manufactured goods only when the contract is open to international tendering, where the tender is likely to attract foreign goods and where the contract exceeds the threshold specified in the Regulations.

32.2 For purposes of granting a margin of preference on locally manufactured goods under international competitive tendering, a COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION shall not subject the items listed below to international tender and hence no margin of preference shall be allowed. The affected items are:

- a) motor vehicles, plant and equipment which are assembled in Kenya;
- b) furniture, textile, foodstuffs, oil and gas, information communication technology, steel, cement, leather agro-processing, sanitary products, and other goods made in Kenya; or
- c) goods manufactured, mined, extracted or grown in Kenya.

- 323 A margin of preferences shall not be allowed unless it is specified in the **TDS**.
- 324 Contracts procured on basis of international competitive tenderings shall not be subject to reservation to specific groups as provided in ITT 32.5.
- 325 Where it is intended to reserve a contract to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be), and who are appropriately registered as such by the authority to be specified in the **TDS**, a COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION shall ensure that the invitation to tenders specifically indicates that only businesses or firms belonging to the specified group are eligible to tender as specified in the **TDS**. No tender shall be reserved to more than one group. If not so stated in the Tender documents, the invitation to tender will be open to all interested tenderers.

33. Evaluation of Tenders

- 33.1 The County Government of Bungoma, Through The Department of Health And Sanitation shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, The County Government of Bungoma, Through The Department of Health And Sanitation shall determine the Lowest Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:
- a) substantially responsive to the tender documents; and
 - b) the lowest evaluated price.
- 33.2 Price evaluation will be done for Items or Lots (contracts), as specified in the **TDS**; and the Tender Price as quoted in accordance with ITT 14. To evaluate a Tender, The County Government of Bungoma, Through The Department of Health And Sanitation shall consider the following:
- a) price adjustment due to unconditional discounts offered in accordance with ITT 13.4;
 - b) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 31;
 - c) price adjustment due to quantifiable non-material non-conformities in accordance with ITT 29.3; and
 - d) any additional evaluation factors specified in the **TDS** and Section III, Evaluation and Qualification Criteria.
- 33.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.
- 33.4 Where the tender involves multiple lots or contracts, the tenderer will be allowed to tender for one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT 33.2. The methodology to determine the lowest evaluated tenderer or tenderers based on one lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.
- 33.5 The COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION's evaluation of a Tender will include and consider:
- a) in the case of Goods manufactured in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Tenderer;

- b) in the case of Goods manufactured outside Kenya, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Tenderer;

33.6 The COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION's evaluation of a Tender may require the consideration of other factors, in addition to the Tender Price quoted in accordance with ITT 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Tenders, unless otherwise specified in the TDS from among those set out in Section III, Evaluation and Qualification Criteria. The additional criteria and methodologies to be used shall be as specified in ITT 33.2(d).

34. Comparison of Tenders

34.1 The County Government of Bungoma, Through The Department of Health And Sanitation shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 33.2 to determine the Tender that has the lowest evaluated cost. The comparison shall be on the basis of total cost (place of final destination) prices for all goods and all prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Kenya, together with prices for any required installation, training, commissioning and other services.

35. Abnormally Low Tenders

35.1 An Abnormally Low Tender is one where the Tender price, in combination with other constituent elements of the Tender, appears unreasonably low to the extent that the Tender price raises concerns with The County Government of Bungoma, Through The Department of Health And Sanitation as to the capability of the Tenderer to perform the Contract for the offered Tender price.

35.2 In the event of identification of a potentially Abnormally Low Tender by the evaluation committee, The County Government of Bungoma, Through The Department of Health And Sanitation shall seek written clarification from the Tenderer, including a detailed price analysis of its Tender price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the tendering document.

35.3 After evaluation of the price analysis, in the event that The County Government of Bungoma, Through The Department of Health And Sanitation determines that the Tenderer has failed to demonstrate its capability to perform the contract for the offered Tender price, The County Government of Bungoma, Through The Department of Health And Sanitation shall reject the Tender.

36. Abnormally High Tenders

36.4 An abnormally high price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that The County Government of Bungoma, Through The Department of Health And Sanitation is concerned that it (the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.

36.5 In case of an abnormally high tender price, The County Government of Bungoma, Through The Department of Health And Sanitation shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The County Government of Bungoma, Through The Department of Health And Sanitation

may also seek written clarification from the tenderer on the reason for the high tender price. The County Government of Bungoma, Through The Department of Health And Sanitation shall proceed as follows:

- i) If the tender price is abnormally high based on wrong estimated cost of the contract, The County Government of Bungoma, Through The Department of Health And Sanitation may accept or not accept the tender depending on the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION's budget considerations.
- ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, The County Government of Bungoma, Through The Department of Health And Sanitation shall reject all tenders and may re-tender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.

36.6 If The County Government of Bungoma, Through The Department of Health And Sanitation determines that the Tender Price is abnormally too high because genuine competition between tenders is compromised (*oftenduetocollusion, corruption or other manipulations*), The County Government of Bungoma, Through The Department of Health And Sanitation shall reject all Tenders and shall institute or cause relevant Government Agencies to institute an investigation on the cause of the compromise, before re-tendering.

37. Post-Qualification of the Tenderer

37.1 The County Government of Bungoma, Through The Department of Health And Sanitation shall determine, to its satisfaction, whether the eligible Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

37.2 The determinations shall be based upon an examination of the documentary evidence of the Tenderer qualifications submitted by the Tenderer, pursuant to ITT 15 and 16. The determinations shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the tendering document), or any other firm(s) different from the Tenderer.

37.3 A negative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tenderer, in which event The County Government of Bungoma, Through The Department of Health And Sanitation shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

38. Lowest Evaluated Tender

38.1 Having compared the evaluated prices of Tenders, The County Government of Bungoma, Through The Department of Health And Sanitation shall determine the Lowest Evaluated Tender. The Lowest Evaluated Tender is the Tender of the Tenderer that meets the Qualification Criteria and whose Tender has been determined to be:

- a) most responsive to the Tender document; and
- b) the lowest evaluated price.

39. COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION's Right to Accept Any Tender, and to Reject Any or All Tenders.

39.1 The County Government of Bungoma, Through The Department of Health And Sanitation reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to notification Award, without thereby incurring any liability to Tenderers. In case

of annulment, all Tenderers shall be notified with reasons and all Tenders submitted and specifically, tender securities, shall be promptly returned to the Tenderers.

F. Award of Contract

40. Award Criteria

40.1 The County Government of Bungoma, Through The Department of Health And Sanitation shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender in accordance with procedures in Section 3: Evaluation and Qualification Criteria.

41. Procuring Entity's Right to Vary Quantities at Time of Award

41.1 The Procuring Entity reserves the right at the time of Contract award to increase or decrease, by the percentage (s) for items as indicated **in the TDS**.

42. Notice of Intention to enter into a Contract

Upon award of the contract and prior to the expiry of the Tender Validity Period The County Government of Bungoma, Through The Department of Health And Sanitation shall issue a Notification of Intention to Enter into a Contract/Notification of award to all tenderers which shall contain, at a minimum, the following information:

- a) the name and address of the Tenderer submitting the successful tender;
- b) the Contract price of the successful tender;
- c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in (c) above already reveals the reason;
- d) the expiry date of the Standstill Period; and
- e) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

43. Standstill Period

43.1 The Contract shall not be awarded earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied candidate to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.

43.2 Where standstill period applies, it shall commence when The County Government of Bungoma, Through The Department of Health And Sanitation has transmitted to each Tenderer the Notification of Intention to Enter into a Contract to the successful Tenderer.

44. Debriefing by the Procuring Entity

44.1 On receipt of the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION's Notification of Intention to Enter into a Contract referred to in ITT 41, an unsuccessful tenderer may make a written request to The County Government of Bungoma, Through The Department of Health And Sanitation for a debriefing on specific issues or concerns regarding their tender. The County Government of Bungoma, Through The Department of Health And Sanitation shall provide the debriefing within five days of receipt of the request.

44.2 Debriefing of unsuccessful Tenderers may be done in writing or verbally. The Tenderers shall bear its

wncostsofattendingsuchadebriefingmeeting.

45. Letter of Award

PriortotheexpiryoftheTenderValidityPeriodanduponexpiryoftheStandstillPeriodspecifiedinITT4 2,uponaddressingacomplaintthathasbeenfiledwithintheStandstillPeriod,The County Government of Bungoma, Through The Department of Health And Sanitation shalltransmittheLetterofAwardtothesuccessfulTenderer.TheletterofawardshallrequestthesuccessfultenderertofurnishthePerformanceSecuritywithin21daysofthedateoftheletter.

46. Signing of Contract

46.1 UpontheexpiryofthefourteendaysoftheNotificationofIntentiontoenterintocontractanduponthe partiesmeetingtheirrespective statutory requirements,The County Government of Bungoma, Through The Department of Health And Sanitation shallsendthesuccessfulTenderertheContractAgreement.

46.2 Withinfourteen(14)daysofreceiptoftheContractAgreement,thesuccessfulTenderershallsign, date, andreturnittotheCOUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION.

46.3 Thewrittencontractshallbeenteredintowithintheperiodspecifiedinthenotificationofawardandbeforeexpiryofthetendervalidityperiod.

47. Performance Security

47.1 Withintwenty-one(21)daysofthereceiptofLetterofAcceptancefromtheCOUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION,thesuccessfulTenderer,ifrequired,shallfurnishthePerformanceSecurityin accordancewiththeGCC18,usingforthatpurpose thePerformanceSecurityFormincludedinSectionX, ContractForms.IfthePerformanceSecurityfurnishedbythesuccessfulTendererisintheformofabond,it shallbeissuedbyabondingorinsurancecompanythathasbeendeterminedbythesuccessfulTendererto beacceptabletotheCOUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION.Aforeigninstitutionprovidingabondshallhaveacorrespondentfinancialinstitution locatedinKenya,unlessThe County Government of Bungoma, Through The Department of Health And Sanitation hasagreedinwritingthatacorrespondentfinancialinstitutionisnotrequired.

47.2 FailureofthesuccessfulTenderertosubmittheabove-mentionedPerformanceSecurityorsigntheContractshallconstitutesufficientgroundsfortheannulmentoftheawardandforfeitureoftheTenderSecurity.InthateventThe County Government of Bungoma, Through The Department of Health And Sanitation mayawardtheContracttotheTendererofferingthenextlowestEvaluatedTender.

47.3 Performancesecurityshallnotberequiredforacontract,ifspecifiedintheTDS.

48. Publication of Procurement Contract

48.1 Withinfourteendaysaftersigningthecontract,The County Government of Bungoma, Through The Department of Health And Sanitation shallpublishandpublicizetheawardedcontractatitsnoticeboards,entitywebsite;andontheWebsiteoftheAuthorityinmannerandformatprescribedbytheAuthority.At the minimum, the notice shall contain the following information:

- a) nameandaddressoftheCOUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION;
- b) nameandreferencenumberofthecontractbeingawarded,asummaryofitsscopeandtheselectionmethodused;
- c) thenameofthesuccessfulTenderer,thefinaltotalcontractprice,theccontractduration.
- d) datesofsignature,commencementandcompletionofcontract;

e) names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening;

49. Procurement Related Complaints and Administrative Review

49.1 The procedures for making a Procurement-related Complaint are as specified in the **TDS**.

49.2 A request for administrative review shall be made in the form provided under contract forms.

SECTION II – TENDER DATA SHEET (TDS)

The following specific data shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

ITT Reference	Particulars Of Appendix To Instructions To Tenders
A. General	
ITT 1.1	The reference number of the Invitation for Tenders is: BGM/CNTY/DHS/OT/FA/03/2023-2026 The Procuring Entity is: COUNTY GOVERNMENT OF BUNGOMA, DEPARTMENT OF HEALTH AND SANITATION The name of the Contract: SUPPLY AND DELIVERY OF PHARMACEUTICALS FRAMEWORK AGREEMENTS.
ITT 1.2(a)	<i>[delete if not applicable]</i> Electronic – Procurement System The Procuring Entity shall use the following electronic procurement system to manage this Tendering process: <i>[insert name of the e-system and full address or link]</i> The electronic procurement system shall be used to manage the following aspects of the Tendering process: <i>[list aspects here and modify the relevant parts of the TDS accordingly e.g., issuing Tendering document, submissions of Tenders, opening of Tenders]</i>
ITT 3.1	Maximum number of members in the Joint Venture (JV) shall be: [3 THREE]
ITT 3.7	A list of debarred firms and individuals is available on the PPRA’s website: www.ppra.go.ke
ITT 3.11	erers shall be required to be to be registered with ----- -----
B. Contents of Tendering Document	
ITT 6.1	For clarification purposes, the Procuring Entity's address is: <i>[insert information or state “same as in ITA1.1 above”]</i> Attention: [County Chief Officer Department Of Health And Sanitation] Physical Address: [Bungoma City, Moi Avenue, Annex Building, 5th Floor and Room number 1] Telephone: [Tel No:254-725393939] Electronic mail address: [Email.Bungomacountygovt@gmail.com/and or Procurementreporting@gmail.com] Web page: [www.bungoma.goke]
ITT 6.2	N/A
ITT 6.3	Questions and requests for clarification made in writing or by email shall reach the Procuring Entity not later than fourteen (14) days prior to the deadline for closing the tenders
ITT 6.5	N/A
C. Preparation of Tenders	
ITT 10 (j)	The Tenderer shall submit the following additional documents in its Tender: <i>[list any additional documents not already listed in ITT 11.1 that must be submitted with the Tender]</i>
ITT 12.1	Alternative Tenders <i>[insert “shall be” or “shall not be”]</i> _____ considered. <i>[If alternatives shall be considered, the methodology shall be defined in Section III – Evaluation and Qualification Criteria. See Section III for further details]</i>
ITT 13.5	The prices quoted by the Tenderer <i>[insert “shall “or “shall not”]</i> _____ be subject to adjustment during the performance of the Contract.

ITT Reference	Particulars Of Appendix To Instructions To Tenders
ITT 13.6	Prices quoted for each lot (contract) shall correspond at least to [insert figure] percent of the items specified for each lot (contract). Prices quoted for each item of a lot shall correspond at least to [insert figure] percent of the quantities specified for this item of a lot.
ITT 13.8 (a) (i) and (iii)	Place of final destination: [insert named place of destination]
ITT 13.8 (a) (iii)	Final Destination (Project Site): [insert final destination/project site, if different from named place of destination]
ITT 13.8 (b) (i)	ed place of destination, in Kenya is _____
ITT 13.8 (b) (ii)	price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination which is _____
13.8 (c) (iv)	place of final destination (Project Site) is _____.
ITT 14.2	Foreign currency requirements allowed/not allowed.
ITT 15.4	Period of time the Goods are expected to be functioning (for the purpose of spare parts): [insert duration]
ITT 16.2 (a)	Manufacturer's authorization is: [insert "required" or "not required"]
ITT 16.2 (b)	After sales service is: [insert "required" or "not required"]
ITT 17.1	The Tender validity period shall be [insert a number of days that is a multiple of seven counting as of the deadline for Tender submission] days.
ITT 17.3	(a) The Number of days beyond the expiry of the initial tender validity period will be _____ days. (b) The Tender price shall be adjusted by the following percentages of the tender price: (i) By _____% of the local currency portion of the Contract price adjusted to reflect local inflation during the period of extension, and (ii) By _____% the foreign currency portion of the Contract price adjusted to reflect the international inflation during the period of extension.
ITT 18.1	[If a Tender Security shall be required, a Tender-Securing Declaration shall not be required, and vice versa.] A Tender Security [insert "shall be" or "shall not be"] required. A Tender-Securing Declaration [insert "shall be" or "shall not be"] required. If a Tender Security shall be required, the amount and currency of the Tender Security shall be _____ [If a Tender Security is required, insert amount and currency of the Tender Security. Otherwise insert "Not Applicable".][In case of lots, please insert amount and currency of the Tender Security for each lot] <i>[Note: Tender Security is required for each lot as per amounts indicated against each lot].</i>
ITT 19.1	In addition to the original of the Tender, the number of copies is: [insert number of copies]
ITT 19.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: [insert the name and description of the documentation required to demonstrate the authority of the signatory to sign the Tender].
D. Submission and Opening of Tenders	
ITT 20.3	A tender package or container that cannot fit in the tender box shall be received as follows: _____

ITT Reference	Particulars Of Appendix To Instructions To Tenders
ITT 21.1	<p>The deadline for Tender submission is: The deadline for Application submission is: Date: [Monday 13th May,2024] Time: [10:00am Local time] For Application submission purposes only, the Procuring Entity's address is: Attention: [County Chief Officer Health And Sanitation] Address: [Bungoma town, Moi avenue Street, Annex Building,5th Floor and Room1] Country: [Kenya-Bungoma County] Telephone: [No:254-725393939] Email address: [Email.Bungomacountygovt@gmail.com/and or Procurementreporting@gmail.com] Applicants [SHALL NOT] have the option of submitting their Applications electronically.</p>
ITT 24.1	<p>The opening of the Applications shall be at [Monday 13th May,2024 , 10:00 Local time and Bungoma Town, Moi avenue Street, Annex Building Boardroom, 1st Floor and Room1]</p>
E. Evaluation and Comparison of Tenders	
ITT 29.3	<p>The manner of rectify quantifiable nonmaterial nonconformities described below: _____</p>
ITT 31.1	<p>The currency that shall be used for Tender evaluation and comparison purposes to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: [Insert name of currency] The source of exchange rate shall be: [Insert name of the source of exchange rates (e.g., the Central Bank in Kenya.)] The date for the exchange rate shall be: [insert day, month and year, e.g. 15 June, 2008 not earlier than 30 days prior to the deadline for submission of the Tenders, nor later than the original date for the expiry of Tender validity period].</p>
ITT 32.3	<p>A margin of preference and/or reservation [“shall not”]apply and specify the details. If a margin of preference applies, the application methodology shall be defined in Section III – Evaluation and Qualification Criteria.</p>
ITT 33.6	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: [refer to Section III, Evaluation and Qualification Criteria; insert complementary details if necessary]</p> <ul style="list-style-type: none"> (a) Deviation in Delivery schedule: [insert Yes or No. If yes insert the adjustment factor in Section III, Evaluation and Qualification Criteria] (b) Deviation in payment schedule: [insert Yes or No. If yes insert the adjustment factor in Section III, Evaluation and Qualification Criteria] (c) the cost of major replacement component, mandatory spare parts, and service: [insert Yes or No. If yes, insert the Methodology and criteria in Section III, Evaluation and Qualification Criteria] (d) the availability in Kenya of spare parts and after-sales services for the equipment offered in the Tender [insert Yes or No. If yes, insert the Methodology and criteria in Section III, Evaluation and Qualification Criteria] (e) Life cycle costs: the costs during the life of the goods or equipment [insert Yes or No. If yes, insert the Methodology and criteria in Section III, Evaluation and Qualification Criteria] (f) the performance and productivity of the equipment offered; [Insert Yes or No. If

ITT Reference	Particulars Of Appendix To Instructions To Tenders
	<p><i>yes, insert the Methodology and criteria]</i> (g) <i>[insert any other specific criteria in Section III, Evaluation and Qualification Criteria]</i></p>
	F. Award of Contract
ITT 41.1	<p>The maximum percentage by which quantities may be increased is: <i>[insert percentage]</i></p> <p>The maximum percentage by which quantities may be decreased is: <i>[insert percentage]</i></p>
ITT 41.1	<p>The Procuring Entity shall increase or decrease the quantity of Goods and Related Services by an amount not exceed _____% and without any change in the unit prices or other terms and conditions of the Tender and the tendering document.</p>
ITT 47.3	<p>Performance security if so required shall be in the sum of _____</p>
ITT 49.1	<p>An Applicant wishes to make a Procurement-related Complaint, the Applicant should submit its complaint in writing (by the quickest means available, that is either by hand delivery or email), to:</p> <p>For the attention: [CEO Department of Health and Sanitation.</p> <p>Title/position: [County Chief Officer Department Of Health And Sanitation]</p> <p>Procuring Entity: [County Government Of Bungoma, Through The Department Of Health And Sanitation]</p> <p>Email address: [Email.Bungomacountygovt@gmail.com/and or Procurementreporting@gmail.com]</p>

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1. General Provisions

11 Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:

- a) For business turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
- b) Value of single contract - Exchange rate prevailing on the date of the contract signature.
- c) Exchange rates shall be taken from the publicly available source identified in **the ITT 14.3**. Any error in determining the exchange rates in the Tender may be corrected by the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION.

12 This section contains the criteria that The County Government of Bungoma, Through The Department of Health And Sanitation COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than those specified in this tender document. The Tenderers shall provide all the information requested in the forms included in Section IV, Tendering Forms. The County Government of Bungoma, Through The Department of Health And Sanitation should use the Standard Tender Evaluation Report for Goods and Works for evaluating Tenders.

2. Evaluation of Tenders (ITT 33)

21 Successful Tender or Tenders

The County Government of Bungoma, Through The Department of Health And Sanitation shall use the criteria and methodologies listed in this Section to evaluate Tenders. By applying these criteria and methodologies, The County Government of Bungoma, Through The Department of Health And Sanitation shall determine the successful Tender or Tenders which has/have been determined to:

- a) be substantially responsive to the tender documents;
- b) offer the lowest evaluated cost to The County Government of Bungoma, Through The Department of Health And Sanitation for all items of Goods to be procured based on either a single Contractor or all multiple Contracts combined, as the case may be, in accordance with the ITT 13.6 inviting Tender prices and discounts, and provisions made of the Tender Document for evaluation of tenders and award of contract(s); and
- c) be offered by Tenderer or Tenderers that substantially meet the qualification criteria applicable for Contractor combined Contracts for which they are selected.

22 Evaluation of Tenders

Preliminary examination for Determination of Responsiveness

The County Government of Bungoma, Through The Department of Health And Sanitation will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other mandatory requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below. The Standard Tender Evaluation Report Document for Goods and Works for evaluating Tenders provide

every clear guide on how to deal with review of these requirements. Tender that do not pass the Preliminary Examination will be considered non-responsive and will not be considered further.

[The Procuring Entity will provide the preliminary evaluation criteria. To facilitate, a template may be attached or clearly described all information and list of documentation to be submitted by Tenderer to enable preliminary evaluation of the Tender]

PRICE EVALUATION

Consistent with and in addition to the criteria listed in ITT 33.3 and ITT 29.3; and ITT 34 and its subparagraphs the following criteria shall apply:

221 Evaluation of Technical aspects of the Tender

The County Government of Bungoma, Through The Department of Health And Sanitation

shall evaluate the Technical aspects of the Tender to determine compliance with the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION's requirements under Section V 'Schedule of Requirement' and whether the Tender is substantially responsive to the Technical Specifications and other Requirements.

[The County Government of Bungoma, Through The Department of Health And Sanitation will highlight therein any particular details, characteristics, functional guarantees or

other requirements under the specifications, which the Tenderer is required to specifically confirm or provide details as per Section V, Supply Requirements or other parts of the Tender Document. To facilitate, a template may be attached or clearly described all information and list of documentation to be submitted by Tenderer to enable evaluation of Technical parts of the Tender]

222 Evaluation of Commercial Terms and Conditions of the Tender (ITT 33.1(a)):

The County Government of Bungoma, Through The Department of Health And Sanitation

shall determine whether the Tender is substantially responsive to the Commercial and Contractual Terms and Conditions (e.g. Performance securities, Payment and delivery schedules).

[The County Government of Bungoma, Through The Department of Health And Sanitation will highlight therein any particular requirements under the Contract which the Tenderer is required to specifically confirm or provide information to enable evaluation of Commercial Terms and Conditions of the Tender]

223 Evaluation Criteria (Other Factors) (ITT 33.6)

The COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND

SANITATION's evaluation of a Tender may take into account, in addition to the Tender Price quoted in accordance with ITT 13.8, one or more of the following factors as specified in ITT 33.2(d) and in TDS ITT 33.6, using the following criteria and methodologies.

EVALUATION CRITERIA FOR SUPPLY OF LABORATORY REAGENTS

A. PRELIMINARY EVALUATION

Applicants are required to submit the following MANDATORY documents

NO	DESCRIPTION	YES/NO
1	Certificate of Registration/Incorporation with Registrar of Companies. (Mandatory) .	
2	Must submit a copy of CR12 for sole proprietor & partnership companies to provide copies of director's id. (Mandatory) .	
3	Valid tax compliance certificate issued by Kenya Revenue Authority (KRA). (Mandatory) .	
4	Application documents must be paginated/serialized. All bidders are required to submit their documents paginated in a continuous ascending order from the first page to the last in this format; (i.e. 1,2,3... .. n where n is the last page). (Mandatory) .	
5	Duly completed and signed Application Submission Letter (Mandatory) .	
6	Duly completed and signed Form ELI-1.1 - Applicant Information Form (Mandatory) .	
7	A written power of Attorney declaration form. (The written confirmation of authorization to sign on behalf of the Tenderer) (Mandatory) .	
8	The bidder must provide statements of the annual production capacity of the manufacturer (should be equivalent to the estimated demand) (Mandatory) .	
9	The bidder must provide evidence of a maximum number of 3 (three) supply contracts for Non-Pharmaceuticals within the past 3 years equivalent to the estimated annual demand. The applicant should provide documentary evidence in support of their experience of previous supply contracts amounting to estimated annual demand. The evidence should be in the form of copies of contracts, Purchase Orders and Reference letters (Contact details of the clients should be provided) (Mandatory) .	
10	The bidder must provide evidence of average annual turnover in the last three (3) years. (Provide certified financial statements for the past immediate three (3) years). (Mandatory) .	
11	Must be registered with Kenya Medical Laboratory Technicians and Technical Board.	

NOTE: Only applicants who pass the preliminary stage will proceed to the technical Evaluation stage.

A. TECHNICAL EVALUATION (DOCUMENTS)

Applicants are required to submit the following MANDATORY documents:

NO.	DESCRIPTION	YES/NO
1	Manufacturing License (for applicants who are manufacturers) (MANDATORY)	
2	For products registered within the year, provide Product Registration certificate issued by the Pharmacy and Poisons Board of Kenya. For products registered in prior years, provide Product Registration certificate and Retention Certificate with QR codes issued by the Pharmacy and Poisons Board of Kenya (MANDATORY)	
3	Current Laboratory technologist/technician practicing license issued by the Kenya Medical Laboratory Technologist/Technician Board (KMLTTB) - Applicable to local bidders (MANDATORY)	
4	Manufacturers Authorization which must be on a manufacturer's letter head and addressed to KEMSA that is both tender and item specific and signed by an authorized signatory (Applicable to bidders who are not manufacturers) (MANDATORY).	
5	Current manufacturing Certificate of Quality issued by an independent recognized body to the manufacturer of the product. The certificate must be item specific (MANDATORY)	

B. TECHNICAL EVALUATION (PRODUCT EVALUATION)

The product evaluation will be done on the sample submitted by the Bidders and will involve the following:

1. Evaluation of the Physical Properties and presentation of the products - The evaluation will be based on product type, product form i.e. the physical configuration and shape, product ingredients i.e. content, components and composition, measurements i.e. dimension and weight, elasticity where applicable, absorbency where applicable, texture where applicable
2. Evaluation of the product labeling criteria based on technical specifications spelt out under section V of the prequalification document.
3. See the annual estimated demand on section V.

The evaluation will be on a "Yes/No" basis;

NOTE: Only applicants who pass product stage will be registered subject to passing the post qualification

D. POST QUALIFICATION

☐ This will be conducted for successful suppliers

a) Delivery schedule.

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section V, Schedule of Requirements. No credit will be given to deliveries before the earliest date, and Tenders offering delivery after the final dates shall be treated as non-responsive. Within this acceptable period, an adjustment of [insert the adjustment factor], will be added, for evaluation purposes only, to the Tender price of Tenders offering deliveries later than the "Earliest Delivery Date" specified in Section V, Schedule of Requirements.

[An adjustment factor of 0.5% per week of delay would be reasonable. However, the adjustment factor should not be more than the rate of Liquidated Damages to be applied in case of delay in delivery of Goods and Services under the Contract conditions.]

b) Deviation in payment schedule. [insert one of the following]

i. tenderers shall state their Tender price for the payments schedule outlined in the SCC. Tenders shall be evaluated on the basis of this base price. tenderers are, however, permitted to state an alternative payments schedule and indicate the reduction in Tender price they wish to offer for such alternative payments schedule. The County Government of Bungoma, Through The Department of Health And Sanitation may consider the alternative payments schedule and the reduced Tender price offered by the tenderer selected on the basis of the base price for the payments schedule outlined in the SCC.

or

ii. The SCC stipulates the payments schedule specified by the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION. If a Tender deviate from the schedule and if such deviation is considered acceptable to the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION, the Tender will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Tender as compared with those stipulated in the SCC, at the rate per annum [insert adjustment rate].

c) Cost of major replacement components, mandatory spare parts, and service. [insert one of the followings]

The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operations specified in the TDS 15.4, is in the List of Goods. An adjustment equal to the total cost of these items, at the unit prices quoted in each Tender, shall be added to the Tender price, for evaluation purposes only.

or

The County Government of Bungoma, Through The Department of Health And Sanitation will draw up a list of high-usage and high-value items of components and spare parts, along with the estimated quantities of usage in the initial period of operations specified in the TDS 15.4. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the tenderer and added to the Tender price, for evaluation purposes only.

or

Tenderers shall provide along with its Tender, the list of recommended spare parts for Goods offered indicating for each item of spare part the recommended quantity and unit, and total CIP final destination prices required during the initial period of operations specified in the TDS 15.4. The prices offered shall not exceed the prevailing prices charged to other parties by the Tenderer. The cost of such spare parts will not be taken into account for tend

erevaluation. The County Government of Bungoma, Through The Department of Health And Sanitation may award the contract for spare parts to the Tenderer that is successful for the supply of Goods, by selecting at its option, from the Tender's list of recommended spare parts, such items and quantities as against each as The County Government of Bungoma, Through The Department of Health And Sanitation may deem appropriate at the unit prices indicated by the Tenderer but not exceeding ---% (present) of the cost of Goods [normally not more than 10% or 15%.]

- d) **Availability in Kenya** of spare parts and after sales services for equipment offered in the Tender.

An adjustment equal to the cost to The County Government of Bungoma, Through The Department of Health And Sanitation of establishing the minimum service facilities and parts inventories if quoted separately, shall be added to the Tender price, for evaluation purposes only.

- e) **Life Cycle Costs**

If specified in TDS 33.6, an adjustment to consider the additional life cycle costs for the periods specified below, such as the operating and maintenance costs of the Goods, will be added to the Tender price, for evaluation purposes only. The adjustment will be evaluated in accordance with the methodologies specified below and the following information:

[Not to COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION: Life cycle costings should be used when the costs of operation and/or maintenance over the specified life of the goods are estimated to be considerable in comparison with their initial cost and may vary among different Tenders. Life cycle costs shall be evaluated on an present value basis. If life cycle costs apply, then specify the factors required to determine them for evaluation purposes.

[Either amend the following text as required, or delete if life cycle cost is not applicable]

- i) number of years for life cycle cost determination [insert the number of years of economic life of Goods];
- ii) the discount rate to be applied to determine the net present value of the life-cycle cost is [insert the discount rate];
- iii) the annual operating and maintenance costs (recurrent costs) shall be determined on the basis of the following methodology: [insert methodology E.G. This should include factor that will be used for determination of life-cycle costs such as costs of operation and maintenance, residual value at the end of economic life of Goods, major elements that will be used for determination of cost of operation and maintenance such as fuel, power, labor, spare parts, etc. unit prices of elements such as fuel, power, etc., quantity of annual usages such as Kms or Hours of operation of Goods, Formula for calculation of LCC, etc];
- iv) and the following information is required from tenderers [insert any information required from tenderers, including prices e.g. Guaranteed fuel and/or power consumption, cost of labour, spare parts, etc].

- f) **Performance and productivity of the equipment:** [insert one of the followings]

- i) Performance and productivity of the equipment. An adjustment representing the capitalized cost of additional operating cost over the life of the goods will be added to the Tender price, for evaluation purposes if specified in the TDS 33.6. The adjustment will be evaluated based on the drop in the guaranteed performance or efficiency offered in the Tender below the norm of 100, using the methodologies specified below.

[Insert the methodology and criteria if applicable e.g. The following aspects could be considered in the formulation of this methodology and criteria: (i) Tender price for the equipment; (ii) Price of spare parts required for AAA years of operations; (iii) Adjustments to tender price for omissions, deviations and exceptions to technical and commercial conditions in the tender documents; (iv) Capitalized costs savings due to the equipment efficiency at the rate of XXX (specify currency and amount) for each YYY% (percent) above the minimum ZZZ% (percent) efficiency; (v) Capitalized cost for the auxiliary power consumption at PPP (specify currency and amount) per KW for AAA years; and (vi) Applicable discount rate of BBB%.]

or

- ii) An adjustment to consider the productivity of the goods offered in the Tender will be added to the Tender price, for evaluation purposes only, if specified in ITT 33.6. The adjustment will be evaluated based on the cost per unit of the actual productivity of goods offered in the Tender with respect to minimum required values, using the methodology specified below.

[Insert the methodology and criteria if applicable E.G. The evaluation and comparison of responsive tenders shall be based on the total lifecycle cost for XXX years, per unit of output. The lifecycle cost shall be the sum of the initial purchase price of the equipment and the cost of operation in electric energy for XXX years of operation at a unit cost of AAA (specify currency and amount) per kWh, discounted to net present value at YYY percent.]

g) Specific additional criteria

*[Other specific additional criteria to be considered in the evaluation, and the evaluation method shall be detailed in TDS 34.6] [If specific **sustainable procurement technical requirements** have been specified in Section VII-*

Specification, either state that (i) those requirements will be evaluated on a pass/fail (compliance basis) or otherwise (ii) in addition to evaluating those requirements on a pass/fail (compliance basis), if applicable, specify the monetary adjustment to be applied to Tender Prices for comparison purposes on account of Tendersthat exceed the specified minimum sustainable procurement technical requirements.]

224. Multiple Contracts (ITT 33.4)

Multiple contracts will be permitted in accordance with ITT 33.4. Tenderers are evaluated on basis of Lots and the lowest evaluated tenderer identified for each Lot. The County Government of Bungoma, Through The Department of Health And Sanitation will select one Option of the two Options listed below for award of Contracts.

OPTION 1

- i) If a tenderer wins only one Lot, the tenderer will be awarded a contract for that Lot, provided the tenderer meets the Eligibility and Qualification Criteria for that Lot.
- ii) If a tenderer wins more than one Lot, the tenderer will be awarded contracts for all won Lots, provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the Lots. The tenderer will be awarded the combination of Lots for which the tenderer qualifies and the others will be considered for award to second lowest tenderers.

OPTION 2

The County Government of Bungoma, Through The Department of Health And Sanitation will consider all possible combinations of won Lots [contract(s)] and determine the combination

onswiththelowestevaluatedprice.TenderswillthenbeawardedtotheTendererorTenderer
sinthecombinationsprovidedthetenderermeetstheaggregateEligibilityandQualificationC
riteriaforallthewonLots.

22.5. AlternativeTenders

(ITT13.1)AnalternativeifpermittedunderITT13.1,willb
eevaluatedasfollows:[insertoneofthefollowing]

“ATenderermaysubmitanalternativeTenderonlywithaTenderforthebasecase.The
County Government of Bungoma, Through The Department of Health And Sanitation
shallonlyconsiderthealternativeTendersofferedbytheTendererwhoseTenderforthebasec
asewasdeterminedtobetheLowestEvaluatedTender.”

or

“ATenderermaysubmitanalternativeTenderwithorwithoutaTenderforthebasecase.The
County Government of Bungoma, Through The Department of Health And Sanitation
shallconsiderTendersofferedforalternativesasspecifiedintheTechnicalSpecificationsofSe
ctionV,ScheduleofRequirements.AllTendersreceived,forthebasecase,aswellasalternativ
eTendersmeetingthespecifiedrequirements,shallbeevaluatedontheirownmeritsinaccord
ancewiththesameprocedures,asspecifiedintheITT33.”

3. MARGIN OF PREFERENCE

31 IftheTDSsospecifies,The County Government of Bungoma, Through The Department of
Health And Sanitation
willgrantamarginofpreferenceof15%(fifteenpercent)toTenderersofferinggoodsmanufact
ured,mined,extracted,grown,assembledorsemi-
processedinKenya.Goodsassembledorsemi-
processedinKenyashallhavealocalcontentofnotlessthan40%.

32 Themarginofpreferencewillbeappliedinaccordancewith,andsubjectto,thefollowingprovisions:

- a) Tenderersapplyingforsuchpreferenceongoods offeredshallprovide,aspartofthedat
aforqualification,suchinformation,includingdetailsofthegoodsproducedinKenya,so
astodeterminewhether,accordingtotheclassificationestablishedbytheCOUNTY
GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND
SANITATION,aparticularcategoryofgoodsorgroupofgoodsqualifiesforamarginofpr
eference.
- b) AfterTendershavebeenreceivedandreviewedbytheCOUNTY GOVERNMENT OF
BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND
SANITATION,goodsofferedintheresponsiveTendersshallbeassessedtoascertainthe
yaremanufactured,mined,extracted,grown,assembledorsemi-
processedinKenya.Responsivetendersshallbeclassifiedintothefollowinggroups:
 - i) **GroupA:**TendersofferinggoodsmanufacturedinKenya,forwhich(a)labour,raw
materials,andcomponentsfromwithinKenyaaccountformorethanforty(40)pe
rcentoftheEx-Worksprice;and
(b)theproductionfacilityinwhichtheywillbemanufacturedorassembledhasbe
en
engagedinmanufacturingorassemblingsuchgoodsatleastsincehethedateofTen
der
Submission date;
 - ii) **GroupB:**AllotherTendersofferingGoodsmanufacturedinKenya;
 - iii) **GroupC:**TendersofferingGoodsmanufacturedoutsideKenyathathavebeenalr
eadyimportedorthatwillbeimported.
- c) TofacilitatethisclassificationbytheCOUNTY GOVERNMENT OF BUNGOMA,
THROUGH THE DEPARTMENT OF HEALTH AND
SANITATION,theTenderersshallcompletewhicheverversionofthePriceSchedulefurni
shedinthetenderDocumentsisappropriate.IncorrectclassificationmayrendertheTe
ndernon-

responsive as no reclassification will be permitted after Tender opening. Tenderers shall provide correct information especially with respect to duties, taxes etc. paid on previously imported Goods and percentage of local labour, materials and components for Goods manufactured in Kenya as any false information which cannot be supported by documentation may render the Tender non-responsive besides other sanctions for providing falsified information.

- d) The County Government of Bungoma, Through The Department of Health And Sanitation will first review the Tender to confirm the appropriateness of the Tender group classification to which Tenderers assigned their Tenders in preparing their Tender Forms and Price Schedules.
- e) All evaluated Tenders in each group will then be compared to determine the lowest evaluated Tender of each group. Such lowest evaluated Tenders shall be compared with each other and if as a result of this comparison a Tender from Group A or Group B is the lowest, it shall be selected for the award.
- f) If as a result of the preceding comparison, the lowest evaluated Tender is a Tender from Group C, all Tenders from Group C shall be further compared with the lowest evaluated Tender from Group A after adding to the evaluated price of goods offered in each Tender from Group C, for the purpose of this further comparison only, an amount equal to 15% (fifteen percent) of the respective CIP Tender price for goods to be imported and already imported goods. Both prices shall include unconditional discounts and be corrected for arithmetical errors. If the Tender from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated Tender from Group C shall be selected as per paragraph (e) above.”

4 Post-Qualification of Tenderers (ITT 37)

[Note for COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION to be deleted before issuing the tender documents.]

This STD for Procurement of Goods assumes that no Prequalification has taken place before tendering. However, if a Prequalification process is undertaken, the Qualification Criteria stipulated in this Section III, Evaluation and Qualification Criteria must be updated to ensure that the Tenderer and any Sub-Suppliers shall meet or continue to meet the Criteria used at the time of Prequalification.]

4.1 Post-Qualification Criteria (ITT 37.1)

In case the tender was not subject to pre-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions (post qualification Criteria applied on a GO/NOGO basis). The County Government of Bungoma, Through The Department of Health And Sanitation shall carry out the post-qualification of the Tenderer in accordance with ITT 37, using only the requirements specified herein. Requirements not included in the text below shall not be used in the evaluation of the Tenderer's qualifications. The minimum qualification requirements for multiple contracts will be the sum of the minimum requirements for respective individual contracts, unless otherwise specified.

[Note for COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION to be deleted before issuing the tender documents.]

Select requirements (criteria) for post qualification from below as relevant and appropriate for the nature, size and type of Goods and Services to be procured. Generally, for procurement of Goods, unless the value of the item is very large, the criteria for assessment of Manufacturer's technical capability should always be considered more important than its financial resources. For very small value items, the criteria for financial capability may even be omitted].

42 If the Tenderer is a manufacturer

a) **Financial Capability**

- i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the supply cash flow of Kenya Shillings _____ [ore
- ii) Minimum average annual supply turnover of Kenya Shillings _____ [insert amount, specify a figure about 2.5 times the total Tender price)] or equivalent calculated as total certified payments received for contracts of goods manufactured and supplied with in the last _____ [insert number of years]. In case of multiple contracts, limitation will be placed on the number of item(s) that will be awarded to the Tenderer.

b) **Experience and Technical Capacity**

The Tenderer shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s) using the form provided in Section IV. In case the Tenderer is a JV, experience and demonstrated technical capacity of only the JV shall be taken into account and not of individual members nor their individual experience/capacity will be aggregated unless all members of the JV have been manufacturing and supplying Goods offered in the Tender to the same technology, processing, design, materials, specifications, model number, etc. in all respects such that Goods manufactured have the same functional characteristics, performance parameters, outputs and other guarantees and fully interchangeable which shall be documented along with other required documents demonstrating capacity to the satisfaction of The County Government of Bungoma, Through The Department of Health And Sanitation in case individual members claim experience. Otherwise, documents evidencing experience and technical capacity shall be in the name of the JV that submitted the Tender. Wherever the Words "Similar Goods" have been used it includes upgrades, latest and improved versions or models of similar specifications and technology. Refer to Form Exp-1 to provide the required information.

[list the requirement(s), including experience in successfully implementing sustainable procurement requirements, if specified in the tender document.] Samples of Experience Requirements:

- i) The Tenderer shall be manufacturing similar Goods for the last _____ (specify the number of years to cover a sufficiently long period ranging from 2 to 5 years depending upon the Good to be procured).
- ii) The Tenderer shall furnish documentary evidence to demonstrate successful completion of at least _____ (Insert number) of contracts of similar Goods in the last _____ OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION requires deliveries in a scheduled manner over a specified time, include item (iii) below.
- iii) **(Optional)** The installed capacity to manufacture _____ number of items (specify the relevant item number) shall not be less than _____ units per _____
- c) **(Optional) Documentary Evidence of Usage of Goods (When appropriate)**
The Tenderer shall furnish documentary evidence satisfactory to The County Government of Bungoma, Through The Department of Health And Sanitation to demonstrate that similar Goods as offered in the Tender have been in successful use or operation for the last _____ years. If the Tenderer is a JV, the evidence of demonstrated usage of Goods supplied in the past shall be in the name of the JV.

43 If Tenderer is a Supplier:

If a Tenderer is a Supplier offering the Goodson behalf of or from a Manufacturer under Manufacturer's Authorization Form (Section IV, Tendering Forms), the Manufacturer shall demonstrate the above qualifications 4.2(b)(i), (ii), and (iii) and the Tenderer shall demonstrate it meets the following criteria.

- i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the supply cash flow of Kenya Shillings _____

- ii) Minimum average annual supply turnover of Kenya Shillings _____ [in
_____ *sert amount*] or equivalent calculated as total certified payments received for contracts in
progress and/or completed within the last [*insert of year*] years, divided by [*insert number of years*]
years.
- iii) Has satisfactorily and substantially completed at least _____ (specify
number) contract(s) of a similar nature either within Kenya, the East African Community
or abroad, as a prime supplier or a joint venture member, each of a minimum value in Kenya
shillings _____
_____ equivalent.

44 History of non-performing contracts:

Tenderer (Supplier or/and manufacturer, and each member of JV in case the Tenderer is a JV, shall demonstrate that Non-performance of a contract did not occur as a result of the default of the Tenderer, manufacturer or the member of JV as the case may be, in the last _____ (specify years). The required information shall be furnished as per form CON-2].

45 Pending Litigation

Financial position and prospective long-term profitability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under paragraph (i) above assuming that all pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations as per Form CON-2.

4.6. Litigation History

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last _____ (specify years). All parties to the contract shall furnish the information on the related Form (CON-2) about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

SECTION IV - TENDERING FORMS

Form of Tender Tenderer Information Form Tenderer JV Members Information Form
Price Schedule: Goods Manufactured Outside Kenya, to be Imported Price Schedule: Goods Manufactured Outside Kenya, already imported Price Schedule: Goods Manufactured in Kenya Price and Completion Schedule – Related Services Form of Tender Security – Demand Guarantee Form of Tender Security (Tender Bond)
Form of Tender-Securing Declaration Manufacturer's Authorization Form

FORM OF TENDER

(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

INSTRUCTIONS TO TENDERERS

- i) All italicized text is to help the Tenderer in preparing this form.
- ii) The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address. Tenderers are reminded that this is a mandatory requirement.
- iii) Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION FORMS OF THE TENDERER as listed under (s) below.

Date of this Tender submission:.....[insert date (as day, month and year) of Tender submission] **Tender Name** and **Identification:**.....[insert identification] **Alternative No.:**.....[insert identification No if this is a Tender for an alternative]
To: [Insert complete name of Procuring Entity]

- a) **No reservations:** We have examined and have no reservations to the Tendering document, including Addenda issued in accordance with Instructions to tenderers (ITT 7);
- b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3;
- c) **Tender/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by The County Government of Bungoma, Through The Department of Health And Sanitation based on execution of a Tender-Securing Declaration. Or Proposal-Securing Declaration in Kenya in accordance with ITT 3.6;
- d) **Conformity:** We offer to supply in conformity with the Tendering document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: [insert a brief description of the Goods and Related Services];
- e) **Tender Price:** The total price of our Tender, excluding any discounts offered in item (f) below is:
Option 1, in case of one lot: Total price is:
[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies];
or
Option 2, in case of multiple lots: (a) Total price of each lot [insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]; and (b) Total price of all lots (sum of all lots) [insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];
- f) **Discounts:** The discounts offered and the methodology for their application are:
 - i) The discounts offered are: [Specify in detail each discount offered.]
 - ii) The exact method of calculations to determine the net price after application of discounts are shown below: [Specify in detail the method that shall be used to apply the discounts];
- g) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 17.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 21.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- h) **Performance Security:** If our Tender is accepted, we commit to obtain a performance security in

accordance with the Tendering document;

- i) **One Tender per tenderer:** We are not submitting any other Tender(s) as an individual tenderer, and we are not participating in any other Tender(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of ITT 3.9, other than alternative Tenders submitted in accordance with ITT 12;
- j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION. Further, we are not ineligible under the Kenya laws or official regulations or pursuant to a decision of the United Nations Security Council;
- k) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state- owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITT 3.7];*
- l) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

- m) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- n) **COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive; and
- o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
- p) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from _____ (specify website) during the procurement process and the execution of any resulting contract.
- q) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent tender Determination” attached below.
- r) **Beneficial Ownership Information:** We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.
- s) We, the Tenderer, have duly completed, signed and stamped the following Forms as part of our Tender:

- a) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any convict to interest;
- b) Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers;
- c) Self-Declaration of the Tenderer – to declare that we will, if awarded a contract, not engage in any form of fraud and corruption; and
- d) Declaration and Commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in **“Appendix 1- Fraud and Corruption”** attached to the Form of Tender.

Name of the tenderer: *[insert complete name of the tenderer]

Name of the person duly authorized to sign the Tender on behalf of the tenderer: **[insert complete name of person duly authorized to sign the Tender]

Title of the person signing the Tender: [insert complete title of the person signing the Tender] **Signature of the person named above:** [insert signature of person whose name and capacity are shown above] **Date signed** [insert date of signing] **day of** [insert month], [insert year]

*: In the case of the Tender submitted by a Joint Venture specify the name of the Joint Venture as tenderer.

** : Person signing the Tender shall have the power of attorney given by the tenderer. The power of attorney shall be attached with the Tender Schedules.

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the _____
_____ [Name of COUNTY
GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION] for:
_____ [Name and number
of tender] in response to the request for tenders made by: _____

_____ [Name of Tenderer]
do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____ [Name
of Tenderer] that:

1. I have read and understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) has been requested to submit a Tender in response to this request for tenders;
 - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
 - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), completed details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) methods, factors or formulas used to calculate prices;
 - c) the intention or decision to submit, or not to submit, a tender; or
 - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5)(b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. the terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name _____

SELF-DECLARATIONFORMS

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I of Post Office Box.....being a resident of..... in the Republic of.....do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of.....(*insert name of the Company*) who is a Bidder in respect of **Tender No.**..... for..... (*insert tendertitle/description*) for.....(*insert name of the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder Official Stamp

FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

I, of P.O.Box.....being a resident of..... in the Republic of..... do hereby make a statement as follows:-

- 1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of..... (insert name of the Company) who is a Bidder in respect of Tender No..... for..... (Insert tender title/description) for..... (insert name of the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents/subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... (insert name of the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION) which is the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION.
3. THAT the aforesaid Bidder, its servants and/or agents/subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... (name of the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION).
4. THAT the aforesaid Bidder will not engage/has not engaged in any corruptive practice with other bidder participating in the subject tender.
5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

.....

.....

..... (Title)
(Date)

(Signature)

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I..... (Person) on behalf of (**Name of the Business/Company/Firm**).....declarethatIhavereadandfullyunderstoodthecontentsofthePublicProcurement&AssetDisposalAct,2015,RegulationsandtheCodeofEthicsforpersonsparticipatinginPublicProcurementandAssetDisposalandmyresponsibilitiesundertheCode.

IdoherebycommittoabidebytheprovisionsoftheCodeofEthicsforpersonsparticipatinginPublicProcurementandAssetDisposal.

Name of Authorized signatory.....

Sign.....

Position.....
.

Office address.....Telephone.....
E-mail.....
Name of the Firm/Company.....

Date.....

(Company Seal/RubberStampwhereapplicable)

WitnessName.....
.....

Sign.....

Date.....

APPENDIX 1- FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

- 1.1 The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (no. 33 of 2015) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

2. Requirements

- 2.1 The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

- 2.2 Kenya's public procurement and asset disposal act (no. 33 of 2015) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:

- 1) a person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflict of interest in any procurement or asset disposal proceeding;
- 2) A person referred to under subsection (1) who contravenes the provisions of that subsection commits an offence;
- 3) Without limiting the generality of the subsection (1) and (2), the person shall be—
 - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be voidable;
- 4) The voiding of a contract by The County Government of Bungoma, Through The Department of Health And Sanitation under subsection (7) does not limit any legal remedy The County Government of Bungoma, Through The Department of Health And Sanitation may have;
- 5) An employee or agent of The County Government of Bungoma, Through The Department of Health And Sanitation or a member of the Board or committee of The County Government of Bungoma, Through The Department of Health And Sanitation who has a conflict of interest with respect to a procurement:-
 - a) shall not take part in the procurement proceedings;
 - b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
 - c) shall not be a subcontractor for the bidder to whom was awarded contract, or a member of the group of bidder to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
- 6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION;

- 7) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a directorial or pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

23 In compliance with Kenya's laws, regulations and policies mentioned above, the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION:

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
- i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v) "obstructive practice" is:
 - deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya in allegations of a corrupt, fraudulent, coercive, or collusive practice; and /or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:
- "fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of The County Government of Bungoma, Through The Department of Health And Sanitation or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tenders submission designed to establish tender prices at an artificial non-competitive level and to deprive The County Government of Bungoma, Through The Department of Health And Sanitation of the benefits of free and open competition.
- c) Rejects a proposal for award of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
- e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
- f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a "Self-Declaration Form" as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

¹For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

²Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by The County Government of Bungoma, Through The Department of Health And Sanitation to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

TENDERER INFORMATION FORM

[The tenderer shall fill in this Form in accordance with the instructions indicated below. No alteration to its format shall be permitted and no substitutions shall be accepted.]

Date:..... [insert date (as day, month and year) of Tender submission]

Tender Name and Identification:..... [Insert identification

Alternative No.:..... [insert identification No if this is a Tender for an alternative] Page _____ of _____ pages

1. Tenderer's Name [insert Tenderer's legal name]
2. In case of JV, legal name of each member: [insert legal name of each member in JV]
3. Tenderer's actual or intended country of registration: [insert actual or intended country of registration]
4. Tenderer's year of registration: [insert Tenderer's year of registration]
5. Tenderer's Address in country of registration: [insert Tenderer's legal address in country of registration]
6. Tenderer's Authorized Representative Information Name: [insert Authorized Representative's name] Address: [insert Authorized Representative's Address] Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers] Email Address: [insert Authorized Representative's email address]
7. Attached are copies of original documents of [check the box(es) of the attached original documents] <input type="checkbox"/> For Kenyan Tenderers a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 3.14. <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 3.4. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.1. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing: (i) Legal and financial autonomy (ii) Operation under commercial law (iii) Establishing that the tenderer is not under the supervision of the Procuring Entity
2. Included are the organizational chart and a list of Board of Directors

TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

a) Instruction to Tenderer

Tenderer is instructed to complete the particulars required in this Form, one form for each entity if Tenderer is a JV. Tenderer is further reminded that it is an offence to give false information on this Form.

A. Tenderer's details

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Name of the Tenderer	
3	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
4	Reference Number of the Tender	
5	Date and Time of Tender Opening	
6	Current Trade License No and Expiring date	
7	Maximum value of business which the Tenderer handles.	
8		

General and Specific Details

b) Sole Proprietor, provide the following details.

Name in full _____

Age _____ Nationality _____

Country of Origin _____ Citizenship _____

c) Partnership, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

(d) Registered Company, provide the following details.

i) Private or public Company _____

ii) State the nominal and issued capital of the Company-

Nominal Kenya Shillings (Equivalent)

Issued Kenya Shillings (Equivalent)

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

(e) DISCLOSURE OF INTEREST- Interest of the Firm in the Procuring Entity.

(i) Are there any person/persons in (Name of Procuring Entity) who has an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

	Names of Person	Designation in the Procuring Entity	Interest Relationship or with Tenderer
1			
2			
3			

(ii) Conflict of interest disclosure

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract?		

(f) Certification

On behalf of the Tenderer, I certify that the information given above is correct.

Full Name _____

Title or Designation _____

(Signature)

(Date)

TENDERER'S JV MEMBERS INFORMATION FORM

[The tenderer shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the tenderer and for each member of a Joint Venture].

Date:.....[insert date (as day, month and year) of Tenders submission].

Tender Name and Identification:.....[insert identification Alternative No.:.....
.....[insert identification No if this is a Tender for an alternative].

Page _____ of _____ pages

1.	Tenderer's Name: [insert Tenderer's legal name]
2.	Tenderer's JV Member's name: [insert JV's Member legal name]
3.	Tenderer's JV Member's country of registration: [insert JV's Member country of registration]
4.	Tenderer's JV Member's year of registration: [insert JV's Member year of registration]
5.	Tenderer's JV Member's legal address in country of registration: [insert JV's Member legal address in country of registration]
6.	Tenderer's JV Member's authorized representative information Name: [insert name of JV's Member authorized representative] Address: [insert address of JV's Member authorized representative] Telephone/Fax numbers: [insert telephone/fax numbers of JV's Member authorized representative] Email Address: [insert email address of JV's Member authorized representative]
7.	Attached are copies of original documents of [check the box(es) of the attached original documents] <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 4.6.
8.	Included are the organizational chart and a list of Board of Directors

Price ScheduleForms

[ThetenderershallfillinthesePriceScheduleFormsinaccordancewiththeinstructionsindicated.Thelist oflineitemsincolumn1ofthe**PriceSchedules**shallcoincidewiththeListofGoodsandRelatedServices specifiedbyThe County Government of Bungoma, Through The Department of Health And Sanitation intheScheduleofRequirements.]

FORM OF TENDER SECURITY-[Option 1–Demand Bank Guarantee]

Beneficiary: _____

Request forTenders No:

Date:

TENDER GUARANTEE No.: _____

Guarantor: _____

1. We have been informed that _____ (here inafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here inafter called" the Tender") for the execution of_ under Request for Tenders No. _____ ("the ITT").
2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of(_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
 - (a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
 - b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above onor before that date.

[signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

TENDER GUARANTEE No.: ____

1. Whereas [Name of the tenderer] (hereinafter called “the tenderer”) has submitted its tender dated [Date of submission of tender] for the [Name and/or description of the tender] (hereinafter called “the Tender”) for the execution of _____ under Request for Tenders No. _____ (“the ITT”).
2. KNOW ALL PEOPLE by these presents that WE of [Name of Insurance Company] having our registered office at (hereinafter called “the Guarantor”), are bound unto [Name of Procuring Entity] (hereinafter called “the Procuring Entity”) in the sum of (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents. Sealed with the Common Seal of the said Guarantor this ____ day of _____ 20 ____.
3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:
 - a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
 - b) having been notified of the acceptance of its Tender by The County Government of Bungoma, Through The Department of Health And Sanitation during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION's Tendering document.

then the guarantee undertakes to immediately pay to The County Government of Bungoma, Through The Department of Health And Sanitation up to the above amount upon receipt of the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION's first written demand, without The County Government of Bungoma, Through The Department of Health And Sanitation having to substantiate its demand, provided that in its demand The County Government of Bungoma, Through The Department of Health And Sanitation shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.

5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

_____ [Date]

_____ [Signature of the Guarantor]

_____ [Witness]

_____ [Seal]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

FORM OF TENDER-SECURING DECLARATION

[The Bidders shall complete this Form in accordance with the instructions indicated]

Date:.....[insert date (as day, month and year) of Tender Submission]

Tender No.:..... [Insert number of tendering process]

To:.....[insert complete name of Purchaser]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of.....[insert number of months or years] starting on.....[insert date], if we a rein breach of our obligation(s) under the bid conditions, because we –
 - (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet;
 - or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
 - a) our receipt of a copy of your notification of the name of the successful Tenderer; or
 - b) thirty days after the expiration of our Tender.
4. I/We understand that if I am/we are/ in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:.....

Capacity/title (director or partner or sole proprietor, etc.).....

Name:.....

Duly authorized to sign the bid for and on behalf of:.....[insert complete name of Tenderer].
Dated on.....day of.....[Insert date of signing].

Seal or stamp.

MANUFACTURER’S AUTHORIZATION FORM

[The tenderers shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The tenderers shall include it in its Tender, if so indicated in the TDS.]

Date:.....[insert date (as day, month and year) of Tender submission]

ITT No.:.....[insert number of ITT process] Alternative No.:.....[insert identification No if this is a Tender for an alternative]

To: [Insert complete name of Procuring Entity] WHEREAS

We.....[insert complete name of Manufacturer], who are official manufacturers of.....[insert type of goods manufactured], having factories at [insert full address of Manufacturer's factories], do hereby authorize [insert complete name of tenderer] to submit a Tender the purpose of which is to provide the following Goods, manufactured by us.....[insert name and/or brief description of the Goods], and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed:..... [Insert signature(s) of authorized representative(s) of the Manufacturer]

Name:.....[Insert complete name(s) of authorized representative(s) of the Manufacturer]

Title:..... [Insert title]

Dated on _____ day of _____, _____ [insert date of signing]

PART 2: SUPPLY REQUIREMENTS

Section V - Schedule of Requirements

Section V - Schedule of Requirements

List of Goods and Delivery Schedule a)

Essential Drugs

S/NO	ITEM DESCRIPTION	UNIT OF ISSUE	Estimated delivery quantities	Unit Cost
1.	Aceclofenac 100mg + Paracetamol 500mg +Chlorzoxane 250	Paracetamol/ 100's	As and When Required	
2.	Aceclofenac/ Chlorzoxane100mg/500mg/500mg	20's	"	
3.	Acetazolamide 250mg tablets	100's	"	
4.	Activated charcoal 300mg tablets	100'S	"	
5.	Acylovir tab 400mg tablets	100'S	"	
6.	Acetylsalicylic acid 75mg	30s	"	
7.	Acetylsalicylic acid 75mg	1000s	"	
8.	Acetylsalicylic acid 300mg	1000s	"	
9.	Albendazole 400mg chewable tablets	500s	"	
10.	Albendazole 400mg chewable tablets	1000's	"	
11.	Allopurinol 100mg tablets	30's	"	
12.	Allopurinol 300mg tablets	30's	"	
13.	Amitriptyline 25mg tablets	1000's	"	
14.	Amoxicillin/Clavulanic Acid 250/125mg tablets	20's	"	
15.	Amoxicillin/Clavulanic Acid 500/125mg tablets	20's	"	
16.	Amoxicillin/Clavulanic Acid 875/125mg tablets	10s	"	
17.	Amoxicillin/Clavulanic Dispersible tablets 228.5mg	10s	"	
18.	Amoxycillin Dispersible Scored Tablets 125mg, 20 Pack	20s	"	
19.	Amoxycillin 250mg capsules	500's	"	
20.	Amoxycillin 250mg Dispersible scored tablets	100s	"	
21.	Amoxycillin 500mg capsules	1000's	"	
22.	Aminosidine 250 mg	20s	"	
23.	Amiodarone Hydrochloride 200mg tablets	30s	"	
24.	Amlodipine 5mg tabs	30's	"	
25.	Amlodipine 5mg tabs	100's	"	
26.	Ampicillin+cloxacillin 500mg capsules	500's	"	
27.	Artemether/Lumefantrine Tablets 20mg/120mg	24s	"	
28.	Artemether/Lumefantrine Tablets 20mg/120mg	18s	"	
29.	Artemether/Lumefantrine Tablets 20mg/120mg	12s	"	
30.	Artemether/Lumefantrine Dispersible Tablets 20mg/120mg	6s	"	
31.	Artovastatin 10mg tablets	30's	"	
32.	Artovastatin 20mg tablets	30's	"	
33.	Azathioprine 50Mg,Scored tablets	100s	"	
34.	Azithromycin 500mg tabs	3's	"	
35.	Azithromycin 500mg tablets	100's	"	
	Betamethasone		"	

37.	0.25mg+Dexchlorpheniramine2mg	30's		
38.	Benzhexol 5mg tablets	1000's	“	
39.	Bisacodyl 5mg tablets	100's	“	
40.	Bisoprolol 5mg tablets	30s	“	
41.	Bromazepam 3mg tablets	30s	“	
42.	Bromocriptine Tablets 2.5mg	30s	“	
43.	Cabergoline 0.5mg tablets	30s	“	
44.	Carbimazole 5mg tablets	100's	“	
45.	Carvedilol 6.25mg tablets	30's	“	
46.	Cefadroxil 500mg capsules	100's	“	
47.	Cefixime 400mg tablets	10s	“	
48.	Cefixime Tablets 200mg	10s	“	
49.	Cefuroxime 250mg tabs	10's	“	
50.	Cefuroxime 500mg tablets	10s	“	
51.	Celecoxib 100mg tablets	30s	“	
52.	Celecoxib 200mg tablets	50s	“	
53.	Cetirizine 10mg tablets	100's	“	
54.	Chloramphenical 250mg capsules	1000's	“	
55.	Chlorpheniramine 4mg Tablets	1000's	“	
56.	Chlorpromazine 25mg Tablets	100's	“	
57.	Chlorpromazine 100mg Tablets	1000's	“	
58.	Chlorzoxazone 250mg + Paracetamol 500mg	100's	“	
59.	Ciprofloxacin 500mg tablets	100's	“	
60.	Ciprofloxacin 250mg tablets	1000's	“	
61.	Clarithromycin 250mg tabs	20's	“	
62.	Clarithromycin 500mg tablets	10s	“	
63.	Clomiphene Tablets 50mg	30s	“	
64.	Clopidogrel 75mg tablets	100s	“	
65.	Clopidogrel 75mg tablets	30s	“	
66.	Clopidogrel 300Mg Tablets	30s	“	
67.	Clindamycin 150mg caps	100s	“	
68.	Clindamycin 300mg caps	100s	“	
69.	Clonazepam 0.5mg	30s	“	
70.	Codeine phosphate 30mg tablets	100's	“	
71.	Cotrimoxazole 960mg tablets	500's	“	
72.	Cotrimoxazole 480mg tablets	1000's	“	
73.	Dapsone 100mg tablets	1000's	“	
74.	Dexamethasone 0.5mg tablets	1000s	“	
75.	Dexamethasone 4mg tablets scored	100s	“	
76.	Desloratidineb 5mg	tabs	“	
77.	Diazepam 5mg Tablets	1000's	“	
78.	Diclofenac 100mg tablets	100's	“	
79.	Diclofenac 50mg tablets	100's	“	
80.	Diclofenac/Paracetamol/Chlorzoxazone tablets	100s	“	
81.	Digoxin 250mcg tablets	500's	“	
82.	Dihydrocodeine 30mg tablets	100s	“	
83.	Dihydroartemisinin/Piperaquine 40mg/320mg	Tablets 9s	“	
84.	Diloxanide furoate 500mg tablets	500s	“	
85.	Domperidone 10mg tablets	100's	“	

86.	Doxycycline 100mg capsules	1000's	“	
87.	Dydrogesterone 10mg tabs	20's	“	
88.	Enalapril 5mg tablets	100's	“	
89.	Erythromycin 250mg tablets	1000's	“	
90.	H-Plyori Kit	kit	“	
91.	Esomeprazole 40mg tab	100s	“	
92.	Esomeprazole 20mg tab	100's	“	
93.	Esomeprazole sodium 20mg	30's	“	
94.	Etoricoxib 90mg	tabs	“	
95.	Ferrous Sulphate 200mg tablets	1000's	“	
96.	Ferrous sulphate with folic acid tablets	1000's	“	
97.	Febuxostat 40mg	tabs	“	
98.	Flucloxacillin 250mg capsules	100s	“	
99.	Flucloxacillin 250mg capsules	500's	“	
100.	Flucloxacillin 500mg capsules	500s	“	
101.	Flucloxacillin 500mg capsules	100s	“	
102.	Fluconazole 200mg tablets	100's	“	
103.	Fluoxetine 20mg caps	100's	“	
104.	Folic Acid 5mg tablets	1000's	“	
105.	Furosemide 40mg tablets	1000's	“	
106.	Gabapentin 300mg tabs	10's	“	
107.	Glibenclamide 5mg tablets	1000's	“	
108.	Gliclazide 80mg tablets scored	28s	“	
109.	Glucosamine+Chondroitin sulphate	30's	“	
110.	Griseofulvin 500mg tablets	100's	“	
111.	Griseofulvin 250mg tablets	100's	“	
112.	Griseofulvin 125mg tablets	100s	“	
113.	Haematinic tablets	30s	“	
114.	Haloperidol 5mg tabs	100's	“	
115.	Hydralazine 25mg	100s	“	
116.	Hydroxychloroquine 200mg tabs	30's	“	
117.	Hydrochlorothiazide 25mg tablets	100's	“	
118.	Hydrochlorothiazide 50mg tablets	100's	“	
119.	Hyoscine Butylbromide 10mg tablets	100's	“	
120.	Ibuprofen 200mg tablets	1000's	“	
121.	Indomethacin 25mg capsules	1000's	“	
122.	Iron+vit B12 + folic acid +other minerals caps	30's	“	
123.	Isosorbide mononitrate 10mg Tablets	56s	“	
124.	Isosorbide mononitrate 20mg Tablets	100s	“	
125.	Isosorbide dinitrate 10mg Tablets	100s	“	
126.	Isosorbide dinitrate 20mg Tablets	56s	“	
127.	Ketoconazole 200mg tablets	30's	“	
128.	Lamotrigine 100mg	tabs	“	
129.	Lamotrigine 50mg	tabs	“	
130.	Lansoprazole 15mg Dispersible tablets	10s	“	
131.	Levothyroxine 50mcg tablets	100s	“	
132.	Levothyroxine 100mcg tablets	100's	“	
133.	Levofloxacin 250mg tabs	10s	“	
134.	Levofloxacin 500mg tabs	10's	“	

135.	Lisinopril 5mg	28's	“
136.	Loperamide 2mg capsules	100's	“
137.	Loratadine 10mg tablets	100s	“
138.	Lorsatan 50mg tablets	30's	“
139.	Lorsatan 50mg /Hydrochlorthiazide 12.5mg tablets	30s	“
140.	Magnesium Trisilicate Compound Tablets	1000s	“
141.	Mefenamic acid 250mg capsules	100's	“
142.	Meloxicam 7.5mg tabs	100's	“
143.	Metformin 850mg tablets	100's	“
144.	Metformin 500mg tablets	100's	“
145.	Metformin 500mg tablets	1000's	“
146.	Methyldopa 250mg tablets	100's	“
147.	Methylprednisolone 2mg tabs	1000s	“
148.	Methylprednisolone 4mg tabs	1000s	“
149.	Metoclopramide 10mg tablets	100's	“
150.	Metolazone 5mg tablets	30s	“
151.	Metronidazole 200mg tablets	1000's	“
152.	Metronidazole + Diloxanide tablets	100's	“
153.	Misoprostol 200mcg tabs	28's	“
154.	Montelukast 10mg Tablets	14s	“
155.	Multivitamin Tablets	1000's	“
156.	Neurorobine Forte	500s	“
157.	Nifedipine 20mg tablets	100s	“
158.	Nifedipine 20mg tablets	1000's	“
159.	Nitrofurantoin 100mg tablets	1000's	“
160.	Norfloxacin 400mg tablets	100's	“
161.	Omeprazole 20mg capsules	100's	“
162.	Olanzapine 10mg tablets	100s	“
163.	Paracetamol 500mg tablets	100s	“
164.	Paracetamol 500mg tablets	1000's	“
165.	Paracetamol/Codeine/Caffeine/Doxylamine 450mg/10mg30mg/5mg	18s	“
166.	Pioglitazone 30mg tablets	28s	“
167.	Phenobarbitone 30mg tablets	1000's	“
168.	Phenytoin 50mg tablets	1000's	“
169.	Phenytoin 50mg tablets	100s	“
170.	Phenytoin 100mg tablets	100s	“
171.	Phenytoin 100mg tablets	1000s	“
172.	Praziquantel Scored Tablets 600mg	100s	“
173.	Pregabalin 75mg caps	30s	“
174.	Pregabalin 150mg caps	30s	“
175.	Prednisolone 5mg tablets	100s	“
176.	Prednisolone 5mg tablets	1000's	“
177.	Proguanil Hydrochloride Tablets 100mg	56s	“
178.	Promethazine 25mg tabs	1000's	“
179.	Propranolol 40mg tablets	1000's	“

180.	Polyethylene glycol satchets	satchets	“	
181.	Pyridoxine 50mg tablets	100's	“	

182.	Quetiapine 300mg	30s	“	
183.	Quetiapine 50mg	30s	“	
184.	Quetiapine 100mg	30s	“	
185.	Quetiapine 200mg	30s	“	
186.	Quinine Sulphate 200mg tablets	1000's	“	
187.	Quinine Sulphate 300mg tablets	100's	“	
188.	Ranitidine 150mg Tablets	100's	“	
189.	Risperidone 2mg tabs scored	50s	“	
190.	Rivaroxaban 10mg tablets	10s	“	
191.	Rivaroxaban 15mg tablets	14s	“	
192.	Rivaroxaban 20mg tablets	14s	“	
193.	Salbutamol 4mg Tablets	1000's	“	
194.	Secnidazole 500mg	4's	“	
195.	Sertraline 50mg	tabs	“	
196.	Sitagliptin 50mg tablet	30s	“	
197.	Sodium valproate 200mg tablets	100's	“	
198.	Sodium valproate 500mg tablets	100s	“	
199.	Spironolactone 25mg tablets	100s	“	
200.	Spironolactone 25mg tablets	500's	“	
201.	Sulphadoxine/pyrimethamine 500mg/25mg tablets	1000's	“	
202.	Tamsulosin Hydrochloride Tablets 400mcg	10s	“	
203.	Telmisartan 40mg tablets	30s	“	
204.	Theophylline+Ephedrine tabs	1000's	“	
205.	Theophylline 200mg	100s	“	
206.	Tinidazole 500mg tablets	1000's	“	
207.	Tranexamic acid 250mg caps	100's	“	
208.	Tranexamic acid 500mg caps	100's	“	
209.	Tramadol 50mg capsules	100's	“	
210.	Trimetazidine 35mcg	30s	“	
211.	Vildagliptin 50mg	56s	“	
212.	Retinol (Vitamin A) Palmitate Capsules 200,000 IU	100s	“	
213.	Vitamin B complex tablets	1000's	“	
214.	Vitamin B Complex (B1, B6 And B12)	20s	“	
215.	Vitamin C 250mg tablets	1000s	“	
216.	Vitamin C 500mg tablets	1000s	“	
217.	Vitamin D tablets 10mcg	tablets	“	
218.	Vitamin D tablets 25mcg	tablets	“	
219.	Vitamin D tablets 50mcg	tablets	“	
220.	Vitamin D tablets 100mcg	tablets	“	
221.	Vitamin D3, Calcium and other minerals tablets	100's	“	
222.	Warfarin 5mg tablets	100's	“	
223.	Zinc sulphate dispersible 20mg tablets	100's	“	
	INJECTABLES		“	
1.	Acetylcysteine 200mg/ml 10ml amp	Amp	“	
2.	Acyclovir 250mg Injection	Vial	“	
3.	Adrenaline (Epinephrine)1mg/1ml Injection	amp	“	
4.	Albumin (Human) 20%		“	
5.	Artesunate 60mg	Vial	“	

6.	Artesunate 120mg	vial	“	
7.	Albumin (Human) 20%	100ml bottle	“	
8.	Amikacin sulphate 500mg injection	vial	“	
9.	Amikacin 125mg injection	vial	“	
10.	Aminophylline 2mg/ml, 10ml Injection	amp	“	
11.	Amiodarone Hydrochloride 550mg	Vial	“	
12.	Amoxicillin Clavulanic acid 1.2 gInj	amp	“	
13.	Amphotericin B 50mg injection.	vial	“	
14.	Ampicillin + cloxacillin Injection	vial	“	
15.	AntiD	vial	“	
16.	Antirabies vaccine	Vial	“	
17.	Antirabies serum immunoglobulin	Vial	“	
18.	Atropine Sulphate 1mg/ml Injection	amp	“	
19.	Atracurium Inj 50mg/5ml	amp	“	
20.	Atracurium 10mg/ml Injection	amp	“	
21.	Azithromycin Injection, 500mg	vial	“	
22.	Benzathine Penicillin 2.4mu Injection	vial	“	
23.	Benzathine Penicillin 1.2mu Injection	vial	“	
24.	Benzympenicillin 1MU Injection	vial	“	
25.	Benzympenicillin 5MU Injection	vial	“	
26.	Betamethasone Dipropionate 5mg inj	amp	“	
27.	Blood expander voluven	bottle	“	
28.	Bupivacaine 0.5 % (plain)	amp	“	
29.	Bupivacaine Heavy Spinal Inj 5mg/ml, 4ml Amp	amp	“	
30.	Calcium gluconate 1g/10ml Injection	amp	“	
31.	Caffeine citrate 20mg/ml	vial	“	
32.	Carbetocin 100mcg	Vial	“	
33.	Ceftriaxone 250mg Injection	vial	“	
34.	Ceftriaxone 1gm Injection	vial	“	
35.	Ceftazidime 1gm inj	vial	“	
36.	Cefazolin 1gm inj	vial	“	
37.	Ciprofloxacin Solution For Iv Infusion 2Mg/MI (As Lactate)	Vial	“	
38.	Chloramphenicol 1gm Injection	vial	“	
39.	Chlorpheniramine 10mg/ml Injection	amp	“	
40.	Chlorpromazine Injection 50mg/ml, 2ml Amp	amp	“	
41.	Clarithromycin 250mg injection	Vial	“	
42.	Clarithromycin 500mg injection	Vial	“	
43.	Clindamycin Phosphate Injection 300Mg/2MI	amp	“	
44.	Darrows 1\2" Strength IV Infusion 500ml	bottle	“	
45.	Dental Cartridges Lignocaine 2% + Adrenaline	amp	“	
46.	Dexamethasone Injection 4mg/ml	amp	“	
47.	Dextran 70/Glucose 6%/5% Infusion 500ml	bottle	“	
48.	Dexketoprofen trometamol Inj 50mg/2ml	Amp	“	
49.	Dexmedetomidine 100mcg/ml	Amp	“	
50.	Diazepam Injection 5mg/ml, 2ml Amp	amp	“	
51.	Diclofenac Injection 25mg/ml, 3ml Amp	amp	“	
52.	Dopamine 200mg inj	amp	“	

53.	Enoxaparin 40 mg injection	amp	“
54.	Enoxaparin 20mg injection	amp	“
55.	Ephedrine HCl injection 30mg/ml	amp	“
56.	Erythropoetin 2000 I.U Injection β	vial	“
57.	Erythropoetin 2000 I.U Injection α	vial	“
58.	Erythropoetin 4000 I.U Injection	Vial	“
59.	Esomeprazole 40mg Inj	vial	“
60.	Ethanol 10% I.V 100ml	bottle	“
61.	Fentanyl 100mcg inj	amp	“
62.	Fentanyl 50mcg/ml Injection	amp	“
63.	Flucloxacillin 500mg injection	vial	“
64.	Flucloxacillin 250mg injection	Vial	“
65.	Fluconazole 2mg/ml 100ml inj	bottle	“
66.	Flumazenil 100mcg/ml 5ml	Amp	“
67.	Flupenthixol 20mg inj/Fluanxol	amp	“
68.	Flupenthixol 40mg inj/Fluanxol	amp	“
69.	Fluphenazine Decanoate 25mg/1ml Injection	amp	“
70.	Furosemide 10mg/ml 2ml Injection	amp	“
71.	Gentamicin 20mg/ml Injection	amp	“
72.	Gentamicin 80mg/ml Injection	amp	“
73.	Glucose 50% 100ml	bottle	“
74.	Glucose Infusion 10% 500ml	bottle	“
75.	Glucose Infusion 5% 500ml	bottle	“
76.	Haloperidol Decanoate Depot 50mg/ml Injection	amp	“
77.	Heparin Injection 5000iu/ml 5ml vial	vial	“
78.	Hyaluronidase 1500IU inj	vial	“
79.	Hydralazine 20mg/2ml Injection	amp	“
80.	Hydrocortisone 100mg Injection	vial	“
81.	Hydroxocobalamine Injection 1mg/ml	Vial	“
82.	Hyoscine Butylbromide Injection 20mg/ml	amp	“
83.	Immunoglobulin G	Vial	“
84.	Insulin Biphasic 30/70 100iu/ml 5ml vial	vial	“
85.	Insulin Soluble Human 100iu/ml, 10ml Vial	vial	“
86.	Insulin Biphasic 30/70 100iu/ml 3ml Prefilled Pen	Prefilled Pen	“
87.	Insulin Syringes (100) 1ml with Needle G31 X 6mm	Syringe	“
88.	Insulin Pen Needles 30Gx8Mm	needle	“
89.	Iron Sucrose Injection	amp	“
90.	IV Infusion Giving Set With Air Inlet	piece	“
91.	Ketamine Injection 50mg/ml, 10ml Vial	vial	“
92.	Ketorolac Injection 30mg/ml	Amp	“
93.	Labetalol 100mg injection (5mg/ml) 20ml	vial	“
94.	Lidocaine Injection 2% 30ml Amp	amp	“
95.	Lidocaine Injection 1% 30ml Amp	amp	“
96.	Lidocaine 2% + Epinephrine (Adrenaline) 1:200000 in vial	amp	“

97.	Linezolid Inj 2mg/ml	vial	“	
98.	Mannitol Infusion, 500ml	bottle	“	

99.	Magnesium Sulphate Injection 50%, 10ml Amp	amp	“	
100.	Magnesium Sulphate Injection 4%, 100ml	100ml bottle	“	
101.	Meloxicam 15mg/1.5ml	Amp	“	
102.	Meropenem 1g	Vial	“	
103.	Methylprednisolone 500mg Inj	Vial	“	
104.	Methylprednisolone 1gm injection	Vial	“	
105.	Metoclopramide 5mg/ml Injection	amp	“	
106.	Metronidazole Injection 5mg/ml, 100ml	bottle	“	
107.	Midazolam 5mg/5ml inj	amp	“	
108.	Midazolam 15mg/5ml inj	amp	“	
109.	Morphine sulphate 10mg/ml injection	amp	“	
110.	Naloxone injection 0.4mg/ml	amp	“	
111.	Neostigmine Methylsulph. 2.5mg/ml, 1ml Amp	Amp	“	
112.	Neostigmine 2.5mg/ml Injection	vial	“	
113.	Norepinephrine 1MG/ML	Vial	“	
114.	Octreotide 30mg LAR	Vial	“	
115.	Omeprazole 40mg Inj	vial	“	
116.	Ondansetron 2mg/ml Injection	amp	“	
117.	Optilube lubricating	sachets	“	
118.	Oxytocin Inj 10iu/ml, 1ml Amp	amp	“	
119.	Oxytocin Inj 5iu/ml	amp	“	
120.	Paracetamol solution for IV 10mg/ml	100ml bottle	“	
121.	Paracetamol Injection 150mg/ml with lignocaine 2ml amp	amp	“	
122.	Paracetamol 1gm/100ml inj	100 ml bottle	“	
123.	Pancuronium Bromide Inj 2mg/ml, 2ml Amp	amp	“	
124.	Pethidine Inj 100mg/ml, 2ml Amp	amp	“	
125.	Pethidine Inj 50mg/ml, 1ml Amp	amp	“	
126.	Phenobarbitone 200mg/ml injection	amp	“	
127.	Phenobarbitone 60mg/ml injection	amp	“	
128.	Phenobarbitone 30mg/ml injection	amp	“	
129.	Phenytoin 250mg/5ml injection	VIAL	“	
130.	Phenytoin Sodium 50mg/ml injection	amps	“	
131.	Phenytoin Sodium (Epanutin) 50mg/ml injection	vial	“	
132.	Piperacillin/Tazobactam 4.5gm injection	amp	“	
133.	Potassium Chloride Inj 15%	amp	“	
134.	Pralidoxime 1gm (as chloride or mesilate) vial	vial	“	
135.	Propofol 10mg/ml IV	amp	“	
136.	Protamine Injection 50Mg/5MI	Vial	“	
137.	Quinine Dihydrochloride Inj 300mg/ml 2ml Amp	amp	“	
138.	Ranitidine 25mg/ml Injection, 2ml Amp	vial	“	
139.	Rocephin 1g Injection`	Vial	“	
140.	Snake venom antiserum IV injection 10ml vial (inoserp)18 species	amp	“	
141.	Sodium Bicarbonate Injection 8.4%, 10ml Amp	amp	“	
142.	Sodium Chloride IV Infusion 0.9%	10ml amp	“	
143.	Sodium chloride 3% (Hypertonic saline)	vial	“	

144.	Sodium Chloride 0.9% + Glucose 5%	bottle	“
145.	Sodium Lactate IV Infusion (Hartmanns)	bottle	“
146.	Sodium Stibogluconate Injection 100mg/ml,100ml Amp	vial	“
147.	Suxamethonium Chloride Injection 50mg/ml, 2ml Amp	vial	“
148.	Thiopentone sodium Injection 500mg	amp	“
149.	Tramadol injection	amp	“
150.	Tranexamic 500mg inj	amp	“
151.	Tenecteplase injection 50mg	Prefilled syringe	“
152.	Tetanus immunoglobulin	amp	“
153.	Triamcinolone acetone 0.1%	vial	“
154.	Vancomycin Injection 500Mg Vial	amp	“
155.	Vitamins B & C High Potency Injection 6 Pairs-Pabrinex I & li	pair - 6s	“
156.	Vitamin B Complex+Vit C Inj	amp	“
157.	Vitamin B Complex (NeuroForte/ Neuro B) combination	amp	“
158.	Vitamin K(phytomenadione) Inj 10mg/ml, 1ml Amp	amp	“
159.	Vitamin K(phytomenadione) Inj2mg/ml, 0.2ml Amp	amp	“
160.	Water ForInj 10ml Amp	Amp	“
161.	Zuclopenthixol decanoate injection 200mg/ml	Amp	“
162.	Zuclopenthixol injection 50mg/ml depot	Amp	“
	SYRUPS		“
1.	Amoxicillin 125mg/5ml suspension	100ml bottle	“
2.	Amoxicillin/clavulanic Acid Oral 156mg suspension	100ml bottle	“
3.	Amoxicillin/clavulanic Acid Oral 228mg suspension	100ml bottle	“
4.	Ampicillin/Cloxacillin 250mg/5 ml suspension	30ml bottle	“
5.	Ampicillin/Cloxacillin Oral Drops 90mg/0.6ml	bottle	“
6.	Aminosidine syrup 125mg/ml	bottle	“
7.	Antacid Syrup with simethicone	200ml bottle	“
8.	Azithromycin 200mg/ml syrup	100ml bottle	“
9.	Calcium supplement syrup	30ml bottle	“
10.	Carbamazepine Syrup 100mg/5ml	100ml bottle	“
11.	Carbocisteine Adult	150ml bottle	“
12.	Carbocisteine Paediatric	100ml bottle	“
13.	Cefuroxime 125mg/5ml syrup	100ml bottle	“

Cefuroxime Powder for Suspension 125mg/5ml
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70ml bottle

“

14.	70ml	with dropper	a	
15.	Cefuroxime Powder for Suspension 125mg/5ml	50ml bottle	“	
16.	Cefixime Powder for Suspension 100mg/5ml	50ml bottle	“	
17.	Cefadroxil 125Mg Suspension	100ml bottle	“	
18.	Cefadroxil 250Mg Suspension	100ml bottle	“	
19.	Cetirizine 5mg/5ml syrup	70ml bottle	“	
20.	Chlorpheniramine 2mg/ml syrup	60ml bottle	“	
21.	Chlorpheniramine 2mg/ml syrup	60ml bottle	“	
22.	Clarithromycin oral susp 125mg/5ml	5L bottle	“	
23.	Cotrimoxazole Susp 240mg/5ml	70ml bottle	“	
24.	Cough Suppressant (Dextromethorphan/Menthol 15/1.1mg/5ml) 100 MI	100ml bottle	“	
25.	Cough Syrup (AmbroxolHcl 15mg/5ml) 100ml	100ml bottle	“	
26.	Cough syrup (Diphenhydramine/Promethazine/Ammonium Chloride/Sodium citrate/mentholated base?)	100ml bottle	“	
27.	Digoxin Elixir 25mcg/ml	bottle	“	
28.	Dihydroartemesinin/Piperaquin 5Mg+40Mg/5MI (80/640Mg) Suspension 80MI Bottle	80ml bottle	“	
29.	Domperidone syrup 1mg/ml	60ml bottle	“	
30.	Enemax solution	100ml bottle	“	
31.	Erythromycin Oral Susp 125mg/5ml	100ml bottle	“	
32.	Flucloxacillin 125mg/5ml syrup	100ml bottle	“	
33.	Fluconazole suspension 50mg/5ml	35ml bottle	“	
34.	Ibuprofen 100mg/5ml syrup	100ml bottle	“	
35.	Iron+vit B12+Folic acid syrup	100ml bottle	“	
36.	Lactulose Syrup	200ml bottle	“	
37.	Metronidazole Oral Susp 200mg/5ml	100ml bottle	“	
38.	Morphine Powder	100 grams	“	
39.	Morphine oral solution 10mg/ml	100ml bottle	“	
40.	Multivitamin Syrup	100ml bottle	“	
41.	Multivitamin Syrup	5L	“	
42.	Nystatin Oral Suspension 100,000iu/ml	30ml	“	
		bottle		
43.	ORS Sachets (Who citrate Formula For 500ml	sachets	“	

44.	Paracetamol 120mg/5ml Suspension	5 litres	“	
45.	Paracetamol 120mg/5ml suspension	100ml bottle	“	
46.	Promethazine syrup 5mg/5ml	60ml bottle	“	
47.	Vitamin D3, Calcium and other minerals Syrup	bottle	“	
48.	Salbutamol Oral Solution 2mg/5ml	100ml bottle	“	
49.	Salbutamol 2Mg,Bromohexine 4Mg,Guaifenesin 100Mg,Menthol Bp 1Mg, 100MI	100ml bottle	“	
50.	Sodium Valproate syrup	300ml bottle	“	
	EYE/EAR/NASAL PREPARATIONS			
1.	Acyclovir 3% ophthalmic ointment	dropper	“	
2.	Acyclovir 3% eye ointment	tube	“	
3.	Amethocaine eye drops 0.5%	dropper	“	
4.	Atropine ophthalmic solution	dropper	“	
5.	Azelastine eye drops 0.05%w/v	dropper	“	
6.	Betamethasone + Neomycin eye/ear/nose	dropper	“	
7.	Chloramphenicol eye/ear drops	dropper	“	
8.	Ciprofloxacin eye/ear drops	dropper	“	
9.	Ciprofloxacin eye ointment	tube	“	
10.	Ciprofloxacin + Dexamethasone eye drops	dropper	“	
11.	Cyclopentolate eye drops	dropper	“	
12.	Cyclopentolate + phenylephrine	dropper	“	
13.	Dexamethasone + Neomycin Eye Drops 0.1%	dropper	“	
14.	Dexamethasone eye drops	dropper	“	
15.	Dexamethasone+Neomycin+Polymixin B eye/ear drops	dropper	“	
16.	Dexamethasone+Neomycin+Polymixin B eye/ear ointment	dropper	“	
17.	Diclofenac eye drops	dropper	“	
18.	Ephedrine nasal drops	bottle	“	
19.	Fluorometholone eye drops 0.1%w/v	dropper	“	
20.	Fluoresceine eye drops	dropper	“	
21.	Fluoresceine strips	Piece	“	
22.	Fluticasone furoate nasal spray	dropper	“	
23.	Gentamicin 0.3%w/v Eye/Ear Drops	dropper	“	
24.	Hydrocortisone Eye Drops 1%	dropper	“	
25.	Normal saline nasal drops	dropper	“	
26.	Ofloxacin eye drops	dropper	“	
27.	Ofloxacin + Dexamethasone eye drops	dropper	“	
28.	Methylcellulose eye drops	Dropper	“	
29.	Miconazole 1% eye drop	Dropper	“	

Paradichlorobenzene 2%W/V + Benzocaine Bp 2.7%W/V + Chlorobutanol Bp 5%W/V +

“

	Turpentine Oil 15.0%W/V Ear Drops			
31.	Pilocarpine Hcl 2% Eye Drops	dropper	“	
32.	Pilocarpine Hcl 4% Eye Drops	dropper	“	
33.	Sodium chromoglycate	Dropper	“	
34.	Tears Naturale	dropper	“	
35.	Tetracycline Eye Oint 1% 5G Tube	tube	“	
36.	Tobramycin+Dexamethasone eye drops	dropper	“	
37.	Timolol Eye Oint Drops 0.25%	dropper	“	
38.	Tropicamide 1% eye drops	dropper	“	
39.	Tropicamide 0.8% + Phenylephrine 5% w/v	dropper	“	
40.	Dexamethasone +Gentamicin eye drops		“	
	EXTERNAL PREPARATIONS			
1	Acetic Acid (Table Vinegar)	700ml bottle	“	
2	Alcohol Swabs	100's	“	
3	Aqueous Cream	tube	“	
4	Anti haemorrhoidal Ointment- Contains Hydrocortisone, Esculin, Neomycin and Cinchocaine	tube	“	
5	Antihaemorrhoidal cream	tube	“	
6	Antihaemorrhoidal suppositories	10's	“	
7	Beclomethasone inhaler	Can	“	
8	Benzylbenzoate 25% Application	bottle	“	
9	Betamethasone cream	tube	“	
10	Betamethasone ointment	tube	“	
11	Betamethasone + Clotrimazole cream	tube	“	
12	Betamethasone + Gentamycin cream	tube	“	
13	Betamethasone + neomycin cream	tube	“	
14	Betamethasone + salicylicacid cream	tube	“	
15	Budesonide 200 doses inhaler	Can	“	
16	Calamine Lotion	100ml bottle	“	
17	Castor oil	50 ml bottle	“	
18	Cetrimide/Chlorhexidine Solution	5 litres	“	
19	Cidezyme enzymatic detergent	5 litres	“	
20	Cidex (orthophthaldehyde 0.55% solution)	5 litres	“	
21	Chlorhexidine Gluconate 5% Soln	5 litres	“	
22	Chlorhexidine Gluconate 1% Soln	5 litres	“	
23	Chlorhexidine 4% (asdigluconate 7.1%) gel	10gtubes	“	
24	Chlorhexidine 4% (as digluconate 7.1%) gel	20g tube	“	
25	Chlorhexidine gluconate 0.2% mouthwash	bottle	“	
26	Clotrimazole Cream 1%	tube	“	
27	Clotrimazole Pessaries 200mg (+Applicator)	Pack	“	
28	Clotrimazole Pessaries 500mg (+ Applicator)	Pack	“	
29	Cold cream	tube	“	
30	Diclofenac gel	tubes	“	

31	Dispensing envelopes 'plastic resealable' 110mm*70mm '	100s	“	
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32	Dispensing Label Self-Adhesive x 200Pc	roll	“
33	Emulsifying Ointment	500gm	“
34	Emulsifying wax	500gm	“
35	Endozyme enzymatic detergent	4 Litres	“
36	Exevate MF	Tube	“
37	Formalin 36% solution	5Litres	“
38	Formoterol & Budesonide 200 Inhaler	Can	“
39	Gentian violet powder	25g	“
40	Gentian violet solution	Bottle	“
41	Glutaraldehyde soln with activator	5 litres	“
42	Halothane Inhalation	Bottle	“
43	Hydrocortisone cream	tube	“
44	Hydrocortisone ointment 1 %	tube	“
45	Hydrogen Peroxide Soln 6%	5Litres	“
46	Isoflurane liquid for Inhalation	Bottle	“
47	KY lubricating jelly	tube	“
48	Lignocaine 10% spray	bottle	“
49	Liquid Paraffin	5 litres	“
50	Lugol Solution	1 litres	“
51	Lysol	5 litres	“
52	Methylated Spirit 70%	5 litres	“
53	Methylated Spirit 96%	5 litres	“
54	Metronidazole gel	tube	“
55	Miconazole cream	tube	“
56	Miconazole oral gel	tube	“
57	Mometasone 0.1% ointment	tube	“
58	Mometasone 0.1% cream	tube	“
59	Paracetamol 125mg Suppository	10s	“
60	Petroleum jelly	15kg	“
61	Plastic dispensing bottles, 100ml	Piece	“
62	Plastic dispensing bottles, 60ml	Piece	“
63	Povidone Iodine 1% mouthwash Gargle	Bottle	“
64	Povidone Iodine Soln 10%	1litre	“
66	Povidone Iodine Soln 10%	500ml bottle	“
67	Povidone iodine soln 7.5%(surg swab)	500ml bottle	“
68	Presept tabs	100s	“
69	Salbutamol+Beclomethasone 200 doses	Can	“
70	Salbutamol/Ipratropium 0.5/3.01 Mg In 2.5Ml Nebulising Sol (Combivent)	vial	“
71	Salbutamol Inhaler. 100mcg/Dose (200 Doses)	Can	“
72	Salbutamol NebuliserSoln 5mg/ml, 10ml Vial	10ml vial	“
73	Salicyclic acid powder	250gm jar	“
74	Silver Sulphadiazine 1% Cream	100g jar	“
75	Silver Sulphadiazine 1% Cream	250gm jar	“
76	Silver Sulphadiazine 1% Cream	tube	“
77	Silver nitrate 0.01% w/v	100ml	“

		bottle		
		250ml	“	

78	Silver nitrate 0.01% w/v	bottle		
79	Silver Ions	300ml bottle	“	
80	Sodium Hypochlorite Soln 4-6%	5 litres	“	
81	Surgical Spirit	5 litres	“	
82	Tacrolimus 0.1%	tube	“	
83	Tacrolimus 0.03%	tube	“	
84	Tretinoin 0.05% cream	tube	“	
85	Triamcinolone Cream	tube	“	
86	Tretinoin +Hydroquinone+mometasone cream	tube	“	
87	Urea powder	500gm	“	
88	Zinc Oxide Paste	50ml bottle	“	
89	Liquid Paraffin	500gm	“	
90	Glycerine	5 litres	“	
91	Glycerin suppositories Pediatric	10s	“	
92	Isopropyl alcohol 70%	5Litre	“	

b) ONCOLOGY DRUGS

S/No	ITEM DESCRIPTION	UNIT OF ISSUE	Estimated delivery quantities	Unit Cost
			As and When Required	
1.	5 Fluorouracil 500mg	Vial	“	
2.	5Fluorouracil 250mg	Vial	“	
3.	Abiraterone 250mg PACK OF 120S	Tablet	“	
4.	Abiraterone acetate 250mg	120s	“	
5.	Alendronate 70mg PACK OF 4S	Tablets	“	
6.	Anastrozole 1mg PACK OF 28S/10S	Tablets	“	
7.	Azacytidine 100mg	Vial	“	
8.	Azacytidine 200mg tablets	Tablets	“	
9.	Azacytidine 300mg tablets	Tablets	“	
10.	Bendamustine 100mg	Vial	“	
11.	Bevacizumab 100mg	Vial	“	
12.	Bevacizumab 400mg (Avastin)	Vial	“	
13.	Bicalutamide 50mg tabs 10s	Tabs	“	
14.	Bleomycin 15mg	Vial	“	
15.	Bortezomib 2mg	Vial	“	
16.	Bortezomib 3.5mg	Vial	“	
17.	Capecitabine 500mg PACK OF 10S	Tablets	“	
18.	Carboplatin 150 mg vial	Vial	“	
19.	Carboplatin 450 mg vial	Vial	“	
20.	Cetuximab 200mg	Vial	“	
21.	Cetuximab 400mg	Vial	“	
22.	Chlorambucil 2mg PACK OF 30S	Tablets	“	
23.	Cisplatin 10mg	Vial	“	
24.	Cisplatin 50mg	Vial	“	
25.	Cyclophosphamide 1g	Vial	“	

26.	Cyclophosphamide 50mg	Vial	“	
27.	Cytarabine 100mg	Vial	“	
28.	Cytarabine 1gm	Vial	“	
29.	Dacarbazine 200mg	Vial	“	
30.	Dacarbazine 500mg	Vial	“	
31.	Dactinomycin (Actinomycin D) 0.5mg(500mcg)	Vial	“	
32.	Daunorocubin 20mg	Vial	“	
33.	Diethylstilbestrol 5mg PACK OF 30S	Tablets	“	
34.	Docetaxel 120mg	Vial	“	
35.	Docetaxel 20mg	Vial	“	
36.	Docetaxel 80mg	Vial	“	
37.	Doxorubicin/Adriamycin 50 mg vials 100	Vial	“	
38.	Doxorubicin 10mg	Vial	“	
39.	Enzalutamide 40mg tablets	112s	“	
40.	Enzalutamide 80mg tablets	112s	“	
41.	Epirubicin 50 mg	Vial	“	
42.	Epirubicin 100mg	Vial	“	
43.	Epirubicin 10mg	Vial	“	
44.	Erlotinib 100mg PACK OF 30S/10S	Tablets	“	
45.	Erlotinib 150mg PACK OF 30S/10S	Tablets	“	
46.	Etoposide 100mg	Vial	“	
47.	Etoposide 200mg	Vial	“	
48.	Etoposide 50mg	Vial	“	
49.	Erythroprotein 2000 iu	Vial	“	
50.	Exemestane 25mg	30s	“	
51.	Fentanyl patch 50mcg	Patch	“	
52.	Filgrastim 300mcg	Vial	“	
53.	Finasteride 5mg PACK OF 30S	Tablets	“	
54.	Folinic Acid (Leucovorin)15mg tablets	100s	“	
55.	Fulvestrant 250mg	Vial	“	
56.	Fulvestrant 500mg	Vial	“	
57.	Gefitinib 250mg tablets	30s	“	
58.	Gemcitabine 1g	Vial	“	
59.	Gemcitabine 200mg	Vial	“	
60.	Gemcitabine 1.4gm	Vial	“	
61.	Gemcitabine RTU 1.4gm	Vial	“	
62.	Gemcitabine RTU 1g	Vial	“	
63.	Gemcitabine RTU 200gm	Vial	“	
64.	Goserelin 10.8mg	Vial	“	
65.	Granisetron HCL Inj 1mg/ml	Amp	“	
66.	Granisetron 3mg	Vial	“	
67.	Hydroxyurea 250mg PACK OF 100S	Capsules	“	
68.	Hydroxyurea 500mg PACK OF 30S	Capsules	“	
69.	Imatinib 400mg	10s	“	
70.	Imatinib 100mg	10s	“	
71.	Ifosfamide with mesna 1g	Vial	“	
72.	Ifosfamide with mesna 2g	Vial	“	
73.	Irinotecan 100mg	Vial	“	
74.	Irinotecan 40mg	Vial	“	

75.	L- Asparaginase 5000iu	Vial	“	
76.	L-Asparaginase 10000iu	Vial	“	
77.	Lenalinomide 10mg PACK OF 30S/10S	Capsules	“	
78.	Lenalinomide 25mg PACK OF 30S/10S	Tablets	“	
79.	Lenalinomide 5mg 10s	Tablets	“	
80.	Letrozole 2.5mg PACK OF 30S	Tablets	“	
81.	Leucovorin (folinic acid) 200mg	Vial	“	
82.	leucovorin (folinic acid) 400mg	Vial	“	
83.	Leucovorin (folinic acid) 50mg	Vial	“	
84.	Leucovorin Calcium 15mg	10s	“	
85.	Leuprolide 11.25mg	Vial	“	
86.	Leuprolide 3.75mg	Vial	“	
87.	Melphalan 2mg PACK OF 25S	Tablets	“	
88.	Melphalan 5mg PACK OF 25S	Tablets	“	
89.	Mesna 200mg	Vial	“	
90.	Mesna 400mg	Vial	“	
91.	Methotrexate 1000mg/10ml vials	Vial	“	
92.	Methotrexate 2.5mg PACK OF 100S	Tablet	“	
93.	Methotrexate 50mg	Vial	“	
94.	Methotrexate 7.5mg PACK OF 10S	Tablets	“	
95.	Mitomycin 10mg inj vial 100	Vial	“	
96.	Mitomycin 2mg	Vial	“	
97.	Morphine powder 100mg	Tin	“	
98.	Nilotinib 150mg caps	28s	“	
99.	Nilotinib 200mg caps	28s	“	
100.	Octreotide 30mg depot		“	
101.	Ondansetron 4mg Inj	Amp	“	
102.	Ondansetron 4mgPACK OF 10S	Tablets	“	
103.	Ondansetron 8mg Inj	Amp	“	
104.	Ondansetron 8mg PACK OF 10S	Tablets	“	
105.	Osimertinib 40mg tabs	30s	“	
106.	Osimertinib 80mg tabs	30s	“	
107.	Oxaliplatin 100mg	Vial	“	
108.	Oxaliplatin 50mg	Vial	“	
109.	Oxaliplatin 150mg	Vial	“	
110.	Paclitaxel 260mg	Vial	“	
111.	paclitaxel 100mg	Vial	“	
112.	paclitaxel 300mg	Vial	“	
113.	paclitaxel 300mg Pegylated liposomal	Vial	“	
114.	Paclitaxel 30mg	Vial	“	
115.	Palbociclib 125mg tabs	21s	“	
116.	Palonosetron Inj 75mcg/1.5ml	Vial	“	
117.	Pazopanib 400mg	Tablets	“	
118.	Pegylated Doxorubicin 50 mg vials	Vial	“	
119.	Pemetrexate 500mg	Vial	“	
120.	Pemetrexate 100mg	Vial	“	
121.	Pomalidomide 4mg inj	Amp	“	
122.	Rituximab 100mg	Vial	“	
123.	Rituximab 500mg	vial	“	

124.	Sorafenib 200mg	120s	“	
125.	Sorafenib 200mg PACK OF 30S	Tablets	“	
126.	Sunitinib 12.5mg caps	30s	“	
127.	Sunitinib 25mg caps	28s	“	
128.	Sunitinib 50mg caps	28s	“	
129.	Tamoxifen 20mg PACK OF 30S	Tablets	“	
130.	Temozolamide 100mg PACK OF 5S	Tablets	“	
131.	Temozolamide 20mg	5s	“	
132.	Temozolamide 250mg	5s	“	
133.	Thalidomide 100mg PACK OF 30S/10S	Tablets	“	
134.	Thalidomide Cap 50mg	10s	“	
135.	Trastuzumab 440mg	Vial	“	
136.	Trastuzumab 440mg (Herceptin)	Vial	“	
137.	Vinblastine 10mg	Vial	“	
138.	Vinblastine 1mg	Vial	“	
139.	Vincristine 1mg inj vial 100	Vial	“	
140.	Vinorelbine 10mg	Vial	“	
141.	Vinorelbine 50mg	Vial	“	
142.	Zoledronic 4mg vials	Vial	“	
			“	
	NEW MOLECULES		“	
1.	Plerixafor Inj 24mg	Vial	“	
2.	Alubimin bound Paclitaxel Inj 100mg	Vial	“	
3.	FosaprepitantInj 150mg	Vial	“	
4.	Dasatinib Caps 20mg	60s	“	
5.	Dasatinib Caps 50mg	60s	“	
6.	Dasatinib Caps 70mg	60s	“	
7.	Axitinib Tab 1mg	14s	“	
8.	Axitinib Tab 5mg	14s	“	
9.	Enzalutamide Cap 40mg	28s	“	
10.	Peg-L-AspraginaselInj 3750mg	Vial	“	
11.	Fulvestrant 250mg Inj	PFS	“	
12.	Megestrol 160mg Tab	10s	“	
13.	Lenvatinib 4mg Tab	10s	“	
14.	Lenvatinib 10mg Tab	10s	“	
15.	Pazopanib 200mg Tab	30s	“	
16.	Pazopanib 400mg Tab	30s	“	
17.	Azacitadin 100mg Inj	Vial	“	
18.	Carfilzomib 60mg Inj	Vial	“	
19.	Melphalan Inj	Vial	“	
	THE GRAND TOTAL SUM CARRIED TO THE FORM OF TENDER			

NOTE:

Please attach a separate appendix for each sub-county hospital if there is a difference in the unit prices.

The unit price should be inclusive of delivery to the following County and sub-county hospitals;

- 1. Bungoma County Referral Hospital
- 2. Webuye County Hospital
- 3. Kimilili Sub County Hospital
- 4. Mt.Elgon Sub County Hospital
- 5. Naitiri Hospital
- 6. Bumula Sub County Hospital
- 7. Chwele Sub County Hospital
- 8. Sirisia Sub County Hospital
- 9. Cheptais Sub County Hospital
- 10. Bikoli Sub County Hospital
- 11. Sinoko Hospital

Name of tenderer

Signature of tenderer

Date.....

The above prices should be inclusive of taxes where applicable

2 List of Related Services and Completion Schedule

[This table shall be filled in by the Procuring Entity. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)].

3. Technical Specifications

3.1 The purpose of the Technical Specifications (TS), is to define the technical characteristics of the Goods and Related Services required by the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION. The County Government of Bungoma, Through The Department of Health And Sanitation shall prepare the detailed TS consider that:

- i) The TS constitute the benchmarks against which The County Government of Bungoma, Through The Department of Health And Sanitation will verify the technical responsiveness of Tenders and subsequently evaluate the Tenders. Therefore, well-defined TS will facilitate preparation of responsive Tenders by tenderers, as well as examination, evaluation, and comparison of the Tenders by the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION.
- ii) The TS shall require that all goods and material to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the contract.
- iii) The TS shall make use of best practices. Samples of specifications from successful similar procurements in the same country or sector may provide a sound basis for drafting the TS.
- iv) The PPRA encourages the use of metric units.
- v) Standardizing technical specifications may be advantageous, depending on the complexity of the goods and the repetitiveness of the type of procurement. Technical Specifications should be broad enough to avoid restrictions on workmanship, materials, and equipment commonly used in manufacturing similar kinds of goods.
- vi) Standards for equipment, materials, and workmanship specified in the Tendering documents shall not be restrictive. Recognized international standards should be specified as much as possible. Reference to brand names, catalogue numbers, or other details that limit any materials or items to a specific manufacturer should be avoided as far as possible. Where unavoidable, such item descriptions should always be followed by the words "or substantially equivalent." When other particular standards or codes of practice are referred to in the TS, whether from the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION's or from other eligible countries, a statement should follow of the authoritative standard that ensures at least a substantially equal quality, then the standards mentioned in the TS will also be acceptable.
- vii) Reference to brand names and catalogue numbers should be avoided as far as possible; where unavoidable the words "or at least equivalent" shall always follow such references.
- viii) Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:
 - a) Standards of materials and workmanship required for the production and manufacturing of the Goods.
 - b) Any sustainable procurement technical requirements shall be clearly specified.

3.2 To encourage tenderers' innovation in addressing sustainable procurement requirements, as long as the Tender evaluation criteria specify the mechanism for monetary adjustments for the purpose of Tender comparisons, tenderers may be invited to offer Goods that exceed the specified minimum sustainable procurement requirements.

- i) Detailed tests required (type and number).

- ii) Other additional work and/or Related Services required to achieve full delivery/completion.
- iii) Detailed activities to be performed by the Supplier, and participation of The County Government of Bungoma, Through The Department of Health And Sanitation thereon.
- iv) List of detailed functional guarantees covered by the Warranty and the specification of the liquidated damages to be applied in the event that such guarantees are not met.

- 3.3 The TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. Whenever necessary, The County Government of Bungoma, Through The Department of Health And Sanitation shall include an additional ad-hoc Tendering form (to be an Attachment to the Letter of Tender), where the tenderers shall provide detailed information on such technical performance characteristics in respect to the corresponding acceptable or guaranteed values.
- 3.4 When The County Government of Bungoma, Through The Department of Health And Sanitation requests that the tenderer provides in its Tender a part or all of the Technical Specifications, technical schedules, or other technical information, The County Government of Bungoma, Through The Department of Health And Sanitation shall specify in detail the nature and extent of the required information and the manner in which it has to be presented by the tenderer in its Tender.
- 3.5 If a summary of the Technical Specifications (TS) has to be provided, The County Government of Bungoma, Through The Department of Health And Sanitation shall insert information in the table below. The tenderers shall prepare a similar table to justify compliance with the requirements.

Summary of Technical Specifications: The Goods and Related Services shall comply with following Technical Specifications and Standards:

Item No	Name of Goods or Related Service	Technical Specifications and Standards
[insert item No]	[insert name]	[insert TS and Standards]

Detailed Technical Specifications and Standards [insert whenever necessary]. [Insert detailed description of TS]

4. Drawings This Tendering document includes.....[Insert “the following” or “no”] drawings. [If documents shall be included, insert the following List of Drawings].

List of Drawings		
Drawing No.	Drawing Name	Purpose

5. Inspections and Tests

The following inspections and tests shall be performed:.....[Insert list of inspections and

tests]

PART 3 - CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VI - GENERAL CONDITIONS OF CONTRACT

1. Definitions

In the Conditions of Contract (“these Conditions”), which include Special Conditions, Parts A and B, and these General Conditions, the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

- a) “Contract” means the Contract Agreement entered into between The County Government of Bungoma, Through The Department of Health And Sanitation and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deduction therefrom, as may be made pursuant to the Contract.
- d) “Day” means calendar day.
- e) “Completion” means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- f) “GCC” means the General Conditions of Contract.
- g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other material that the Supplier is required to supply to The County Government of Bungoma, Through The Department of Health And Sanitation under the Contract.
- h) “COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION” means The County Government of Bungoma, Through The Department of Health And Sanitation purchasing the Goods and Related Services, as **specified in the SCC**.
- i) “Related Services” means the services incidental to the supply of the goods, such as insurance, delivery, installation, commissioning, training and initial maintenance and others such obligations of the Supplier under the Contract.
- j) “SCC” means the Special Conditions of Contract.
- k) “Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- l) “Supplier” means the person, private or government entity, or a combination of the above, whose Tender to perform the Contract has been accepted by The County Government of Bungoma, Through The Department of Health And Sanitation and is named as such in the Contract Agreement.
- m) “**Base Date**” means a date 30 days prior to the submission of tenders.
- n) “**Laws**” means all national legislation, statutes, ordinances, and regulations and by-laws of any legally constituted public authority.
- o) “**Letter of Acceptance**” means the letter of formal acceptance, signed by the contractor. COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION, including any annexed memorandum comprising agreements between and signed by both Parties.

- p) **“COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION”** means the Entity named in the Special Conditions of Contract.

2. Interpretation

2.1. If the context so requires it, singular means plural and vice versa.

2.2. Incoterms

- a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms **specified in the SCC**.
- b) The terms EXW and CIP and others similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

3. Contract Documents

Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole. The documents forming the Contract shall be interpreted in the following order of priority:

- a) the Contract Agreement,
- b) the Letter of Acceptance,
- c) the General Conditions of Contract
- d) Special Conditions of Contract
- e) the Form of Tender,
- f) the Specifications and Schedules of the Drawings (if any), and
- g) the Schedules of Requirements, Price Schedule and any other documents forming part of the Contract.

4. Fraud and Corruption

3.1 The suppliers shall comply with anti-corruption laws and guidelines and the prevailing sanctions, policies and procedures as set forth in the Laws of Kenya.

3.2 The Suppliers shall disclose any commissions, gratuity or fees that may have been paid or are to be paid to agents or any other person with respect to the Tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

4.1 Entire Agreement

4.3.1 The Contract constitutes the entire agreement between The County Government of Bungoma, Through The Department of Health And Sanitation and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.2 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.3 Non-waiver

- a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the others shall prejudice

, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of a breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.

- b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.4 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION, shall be written in the **English Language**. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate and certified translation of the relevant passages in the **English Language**, in which case, for purposes of interpretation of the Contract, the English language translations shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture, Consortium or Association

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to The County Government of Bungoma, Through The Department of Health And Sanitation for the fulfilment of the provisions of the Contract and shall designate one member of the joint venture, consortium, or association to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior written consent of the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION.

7. Eligibility

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

7.3 The Tenderer, if a Kenyan firm, must submit with its tender a valid tax compliance certificate from the Kenya Revenue Authority.

8. Notices

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

9. Governing Law

9.1 The Contract shall be governed by and interpreted in accordance with the laws of Kenya.

9.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in Kenya:

- a) where, as a matter of law, compliance or official regulations, Kenya prohibits commercial relations with that country or any import of goods from that country or any payments to any country, person, or entity in that country; or
- b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payment to any country, person, or entity.

10. Settlement of Disputes

10.1 The County Government of Bungoma, Through The Department of Health And Sanitation and the Suppliers shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either The County Government of Bungoma, Through The Department of Health And Sanitation or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

10.2 Arbitration proceedings shall be conducted as follows:

10.2.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 10.1 shall be finally settled by arbitration.

10.2.2 No arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying party within thirty days of the occurrence or discovery of the matter or issue giving rise to the dispute.

10.2.3 Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.

10.2.4 The Arbitrator shall, without prejudice to the generality of his powers, have power to direct such measurements, computations, or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any due payments.

10.2.5 Neither Party shall be limited in the proceedings before the arbitrator to the evidence, or to the reasons for the dispute given in its notice of a claim or dispute.

10.2.6 Arbitration may be commenced prior to or after delivery of the goods. The obligations of the Parties shall not be altered by reason of any arbitration being conducted during the progress of the delivery of goods.

10.2.7 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

10.3 Arbitration Proceedings

10.3.1 Arbitration proceedings with national suppliers will be conducted in accordance with the Arbitration Laws of Kenya. In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person or persons to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;

- i) Kenya National Chamber of Commerce
- ii) Chartered Institute of Arbitrators (Kenya Branch)
- iii) The Law Society of Kenya

1032 The institution written to first by the aggrieved party shall take precedence over all other institutions.

1033 Alternative Arbitration Proceedings

Alternatively, the Parties may refer the matter to the Nairobi Centre for International Arbitration (NCIA) which offers a neutral venue for the conduct of national and international arbitration with commitment to providing institutional support to the arbitral process.

104 Arbitration with Foreign Suppliers

1041 Arbitration with foreign suppliers shall be conducted in accordance with the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL); or with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more arbitrator appointed in accordance with said arbitration rules.

1042 The place of arbitrations shall be a location specified in the **SCC**; and the arbitrations shall be conducted in the language for communications defined in Sub-Clause 1.4 [Law and Language].

105 Alternative Arbitration Proceedings

Alternatively, the Parties may refer the matter to the Nairobi Centre for International Arbitration (NCIA) which offers a neutral venue for the conduct of national and international arbitration with commitment to providing institutional support to the arbitral process.

106 Failure to Comply with Arbitrator's Decision

1061 The award of such Arbitrator shall be final and binding upon the parties.

10.6.1 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other rights it may have, refer the matter to a competent court of law.

107 Contract operations continue

Notwithstanding any reference to arbitration herein,

- a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- b) The County Government of Bungoma, Through The Department of Health And Sanitation shall pay the Supplier any monies due the Supplier.

11. Inspections and Audit by the Procuring Entity

11.1 The Supplier shall keep, and shall cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time, changes and costs.

11.2 Pursuant to paragraph 2.2 of Instruction to Tenderers, the Supplier shall permit and shall cause its subcontractors to permit, The County Government of Bungoma, Through The Department of Health And Sanitation and/or persons appointed by The County Government of Bungoma, Through The Department of Health And Sanitation or by other statutory bodies of the Government to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION. The Supplier's and its Subcontractors' attention is drawn to Sub-Clause 3.1 which provides, inter alia, that acts intended to materially impede the exercise of the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION's inspection and audit rights constitute a prohibited practice subject to contract termination, as well as to a determination of ineligibility.

12. Scope of Supply

12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

13. Delivery and Documents

13.1 Subject to GCC Sub-

Clause 33.1, the delivery of the Goods and completion of the Related Services shall be in accordance with the List of Goods and Delivery Schedules specified in the Supply Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.

14. Supplier's Responsibilities

14.1

The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

15. Contract Price

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price adjustments authorized in the SCC.

15.2 Where the contract price is different from the corrected tender price, in order to ensure the supplier is not paid less or more relative to the contract price (which would be the tender price), any partial payment valuation based on rates in the schedule of prices in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows: $(\text{corrected tender price} - \text{tender price}) / \text{tender price} \times 100$.

16. Terms of Payment

16.1 The Supplier shall request for payment by submitting invoice(s), delivery note(s) and any other relevant documents as specified in the SCC to the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION.

16.2 Payments shall be made promptly by the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION, but not later than thirty (30) days after submission of an invoice by the Supplier, and after The County Government of Bungoma, Through The Department of Health And Sanitation has accepted it.

16.3 Where a COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION rejects Goods and Related Services, in part or wholly, The County Government of Bungoma, Through The Department of Health And Sanitation shall promptly inform the Supplier to collect, replace or correctify as appropriate and give reasons for rejection. The Supplier shall submit a fresh invoice, delivery note and any other relevant documents as specified in the SCC.

16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Tender price is expressed.

16.5 In the event that The County Government of Bungoma, Through The Department of Health And Sanitation fail to pay the Supplier any payment by its due date or within the period set forth in the SCC, The County Government of Bungoma, Through The Department of Health And Sanitation may pay to the Supplier interest on the amount of such delayed payment at the rates shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

17. Taxes and Duties

17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, and others such levies incurred to deliver the Goods and Related Services to The County Government of Bungoma, Through The Department of Health And Sanitation at the final delivery point.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Kenya, the Supplier shall inform The County Government of Bungoma, Through The Department of Health And Sanitation and The County Government of Bungoma, Through The Department of Health And Sanitation shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

18. Performance Security

18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amounts specified in the SCC.

18.2 The proceeds of the Performance Security shall be payable to The County Government of Bungoma, Through The Department of Health And Sanitation as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION; and shall be in one of the formats stipulated by The County Government of Bungoma, Through The Department of Health And Sanitation in the SCC, or in another format acceptable to the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION.

18.4 The Performance Security shall be discharged by The County Government of Bungoma, Through The Department of Health And Sanitation and returned to the Supplier not later than thirty (30) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

19. Copyright

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to The County Government of Bungoma, Through The Department of Health And Sanitation by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to The County Government of Bungoma, Through The Department of Health And Sanitation directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

20. Confidential Information

20.1 The County Government of Bungoma, Through The Department of Health And Sanitation and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Sub-Suppliers such documents, data, and other information it receives from The County Government of Bungoma, Through The Department of Health And Sanitation to the extent required for the Sub-Supplier to perform its work under the Contract, in which event the Supplier shall obtain from such Sub-Supplier undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The County Government of Bungoma, Through The Department of Health And Sanitation shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from The County Government of Bungoma, Through The Department of Health And Sanitation for any purpose other than the performance of the Contract.

- 20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
- a) The County Government of Bungoma, Through The Department of Health And Sanitation or Supplier need to share with other arms of Government or other bodies participating in the financing of the Contract; such parties shall be disclosed in **the SCC**;
 - b) now or hereafter enters the public domain through no fault of that party;
 - c) can be proved to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

- 21.1 The Supplier shall notify The County Government of Bungoma, Through The Department of Health And Sanitation in writing of all subcontracts awarded under the Contract if not already specified in the Tender. Such notification, in the original Tender or later, shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

- 22.1 Technical Specifications and Drawings
- a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standards shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
 - b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION, by giving a notice of such disclaimer to the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION.
 - c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by The County Government of Bungoma, Through The Department of Health And Sanitation and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

- 23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing cases size and weight shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in **the SCC**, and in any other instructions ordered by the COUNTY GOVERNMENT OF BUNGOMA,

THROUGH THE DEPARTMENT OF HEALTH AND SANITATION.

24. Insurance

24.1 Unless otherwise specified in the **SCC**, the Goods supplied under the Contract shall be fully insured—
in a freely convertible currency from an eligible country—
against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manners specified in the **SCC**.

25. Transportation and Incidental Services

25.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in **SCC**:

- a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e) training of the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

26. Inspections and Tests

26.1 The Supplier shall at its own expense and at no cost to The County Government of Bungoma, Through The Department of Health And Sanitation carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in Kenya as specified in the **SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION.

26.3 The County Government of Bungoma, Through The Department of Health And Sanitation or its designated representatives shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that The County Government of Bungoma, Through The Department of Health And Sanitation bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission.

onor consent to enable The County Government of Bungoma, Through The Department of Health And Sanitation or its designated representative to attend the test and/or inspection.

- 26.5 The County Government of Bungoma, Through The Department of Health And Sanitation may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspections shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Suppliers shall provide The County Government of Bungoma, Through The Department of Health And Sanitation with a report of the results of any such test and/or inspection.
- 26.7 The County Government of Bungoma, Through The Department of Health And Sanitation may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Suppliers shall either rectify or replace such rejected Goods or part thereof or make alterations necessary to meet the specifications at no cost to the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION, and shall repeat the test and/or inspection, at no cost to the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by The County Government of Bungoma, Through The Department of Health And Sanitation or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the periods specified in the Contract, The County Government of Bungoma, Through The Department of Health And Sanitation may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentages specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentages specified in those SCC. Once the maximum is reached, The County Government of Bungoma, Through The Department of Health And Sanitation may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the condition prevailing in the country of final destination.
- 28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 28.4 The County Government of Bungoma, Through The Department of Health And Sanitation

shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The County Government of Bungoma, Through The Department of Health And Sanitation shall afford all reasonable opportunity for the Supplier to inspect such defects.

285 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION.

286 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, The County Government of Bungoma, Through The Department of Health And Sanitation may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which The County Government of Bungoma, Through The Department of Health And Sanitation may have against the Supplier under the Contract.

29. Patent Indemnity

29.1 The Supplier shall, subject to the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless The County Government of Bungoma, Through The Department of Health And Sanitation and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which The County Government of Bungoma, Through The Department of Health And Sanitation may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

292 If any proceedings are brought or any claim is made against The County Government of Bungoma, Through The Department of Health And Sanitation arising out of the matters referred to in GCC Sub-Clause 29.1, The County Government of Bungoma, Through The Department of Health And Sanitation shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

293 If the Supplier fails to notify The County Government of Bungoma, Through The Department of Health And Sanitation within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then The County Government of Bungoma, Through The Department of Health And Sanitation shall be free to conduct the same on its own behalf.

294 The County Government of Bungoma, Through The Department of Health And Sanitation shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

295 The County Government of Bungoma, Through The Department of Health And Sanitation shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any in-

ringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION.

30. Limitation of Liability

30.1 Except in cases of criminal negligence or willful misconduct,

a) the Suppliers shall not be liable to the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION, and

b) the aggregate liability of the Supplier to the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify The County Government of Bungoma, Through The Department of Health And Sanitation with respect to patent infringement.

31. Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of 30 days prior to date of Tenders submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Kenya (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

32.1 The Suppliers shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination or default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of The County Government of Bungoma, Through The Department of Health And Sanitation in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Suppliers shall promptly notify The County Government of Bungoma, Through The Department of Health And Sanitation in writing of such condition and the cause thereof. Unless otherwise directed by The County Government of Bungoma, Through The Department of Health And Sanitation in writing, the Suppliers shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

33. Change Orders and Contract Amendments

- 33.1 The County Government of Bungoma, Through The Department of Health And Sanitation may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION;
 - b) the method of shipment or packing;
 - c) the place of delivery; and
 - d) the Related Services to be provided by the Supplier.
- 33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION's change order.
- 33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 33.4 **Value Engineering:** The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following:
- a) the proposed change(s), and a description of the difference to the existing contract requirements;
 - b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including lifecycle costs) The County Government of Bungoma, Through The Department of Health And Sanitation may incur in implementing the value engineering proposal; and
 - c) a description of any effect(s) of the change on performance/functionality.
- 33.5 The County Government of Bungoma, Through The Department of Health And Sanitation may accept the value engineering proposal if the proposal demonstrates benefits that:
- a) accelerates the delivery period; or
 - b) reduces the Contract Price or the lifecycle costs to the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION; or
 - c) improves the quality, efficiency or sustainability of the Goods; or
 - d) yields any other benefits to the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION, without compromising the necessary functions of the Facilities.
- 33.6 If the value engineering proposal is approved by The County Government of Bungoma, Through The Department of Health And Sanitation and results in:
- a) a reduction of the Contract Price; the amount to be paid to the Suppliers shall be the percentage specified in **the SCC** of the reduction in the Contract Price; or
 - b) an increase in the Contract Price; but results in a reduction in lifecycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Suppliers shall be the full increase in the Contract Price.
- 33.7 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendments signed by the parties.
- 34. Extensions of Time**
- 34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Su

Suppliers shall promptly notify The County Government of Bungoma, Through The Department of Health And Sanitation in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, The County Government of Bungoma, Through The Department of Health And Sanitation shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extensions shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

- a) The COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by The County Government of Bungoma, Through The Department of Health And Sanitation pursuant to GCC Clause 34;
 - ii) if the Supplier fails to perform any other obligation under the Contract; or
 - iii) if the Supplier, in the judgment of The County Government of Bungoma, Through The Department of Health And Sanitation has engaged in Fraud and Corruption, as defined in paragraph 2.2a of the Appendix to the GCC, in competing for or in executing the Contract.
- b) In the event The County Government of Bungoma, Through The Department of Health And Sanitation terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), The County Government of Bungoma, Through The Department of Health And Sanitation may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Suppliers shall be liable to The County Government of Bungoma, Through The Department of Health And Sanitation for any additional costs for such similar Goods or Related Services. However, the Suppliers shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

The County Government of Bungoma, Through The Department of Health And Sanitation may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION

35.2 Termination for Convenience.

- a) The COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time of its convenience. The notice of termination shall specify that termination is for the COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by The County Government of Bungoma, Through The Department of Health And Sanitation at the Contract terms and prices. For the remaining Goods, The County Government of Bungoma, Through The Department of Health And Sanitation may elect:
 - i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

36.1 Neither The County Government of Bungoma, Through The Department of Health And Sanitation

northeSuppliershallassign,inwholeorinpart,theirobligationsunderthisContract,exceptwithpriorwritte nconsentoftheotherparty.

37. Export Restriction

37.1

NotwithstandinganyobligationundertheContracttocompleteallexportformalities,anyexportrestriction sattributabletotheCOUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION,

toKenya,ortotheuseoftheproducts/goods,systemsorservicestobesupplied,whicharisefromtraderegulationsfromacountrysupplyingthoseproducts/goods,systemsorservices,andwhichsubstantiallyimpedetheSupplierfrommeetingitsobligationsundertheContract,shallreleasetheSupplierfromthe obligationtoprovidedeliveriesorservices,alwaysprovided,however,thattheSuppliercandemonstratetot hesatisfactionofThe County Government of Bungoma, Through The Department of Health And Sanitation

thatithascompletedallformalitiesinatimelymanner,includingapplyingforpermits,authorizationsandlicen sencesnecessaryfortheexportoftheproducts/goods,systemsorservicesunderthetermsoftheContract.Ter minationoftheContractonthisbasisshallbefortheCOUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION'sconveniencepursuanttoSub-Clause35.3.

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

ThefollowingSpecialConditionsofContract(SCC)shallsupplementand/oramendtheGeneralConditionsofContra ct(GCC).Wheneverthereisacconflict,theprovisionshereinshallprevailoverthoseintheGCC.

[The County Government of Bungoma, Through The Department of Health And Sanitation shallselectinserttheappropriatewordingusingthesamplesbeloworotheracceptablewording,anddeletethetextinit alics].

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

[The Procuring Entity shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1(h)	The Procuring Entity is: <i>[Insert complete legal name of the Procuring Entity]</i>
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: <i>[exceptional; refer to other internationally accepted trade terms]</i>
GCC 4.2 (b)	The version edition of Incoterms shall be <i>INCOTERMS 2015</i>
GCC 8.1	For notices , the Procuring Entity's address shall be: Attention: <i>[insert full name of person, if applicable]</i> Postal address (full postal address) Physical Address (full Location Address- <i>insert city, street name, Building named floor number, room number</i>) Telephone: <i>[include telephone number, including country and city codes]</i> Electronic mail address: <i>[insert e-mail address, if applicable]</i>
GCC 10.4.2	The place of arbitration shall be ----- (specify City and Country).
GCC 13.1	Details of Shipping and other Documents to be furnished by the Supplier are <i>[insert the required documents, such as a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer's or Supplier's warranty certificate, inspection certificate issued by nominated</i>

	<p><i>inspection agency, Supplier's factory shipping detailsetc.].</i></p> <p>The above documents shall be received by the Procuring Entity before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
GCC 15.1	<p>The prices charged for the Goods supplied and the related Services performed [<i>insert "shall" or "shall not," as appropriate</i>] be adjustable.</p> <p>If prices are adjustable, the following method shall be used to calculate the price adjustment [<i>see attachment to these SCC for a sample Price Adjustment Formula</i>]</p>
GCC 16.1	<p>Sample provision</p> <p>GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>A. Payment for Goods supplied from abroad: Payment of foreign currency portion shall be made in [<i>insert currency of the Contract Price</i>] in the following manner:</p> <p>(i) Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and, in the form, provided in the Tendering document or another form acceptable to the Procuring Entity.</p> <p>(ii) On Shipment: Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favour of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 12.</p> <p>(iii) On Acceptance: Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procuring Entity.</p> <p>B. Payment of local currency portion of a foreign Supplier shall be made in Kenya shillings within thirty (30) days of presentation of claim supported by a certificate from the Procuring Entity declaring that the Goods have been delivered and that all other contracted Services have been performed.</p> <p>C. Payment for Goods and Services supplied from within Kenya:</p> <p>Payment for Goods and Services supplied from within Kenya shall be made in _____ [<i>currency</i>], as follows:</p> <p>(i) Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against an invoice and a bank guarantee for the equivalent amount and in the form provided in the Tendering document or another form acceptable to the Procuring Entity.</p> <p>(ii) On Delivery: Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 13. The bank guarantee shall then be released.</p> <p>(iii) On Acceptance: The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Procuring Entity.</p>
GCC 16.5	<p>The payment-delay period after which the Procuring Entity shall pay interest to the supplier shall be [<i>insert number</i>] days.</p> <p>The interest rate that shall be applied is [<i>insert number</i>] %</p>

GCC 18.1	<p>A Performance Security [insert “shall” or “shall not” be required]</p> <p>[If a Performance Security is required, insert “the amount of the Performance Security shall be: [insert amount]</p> <p>[The amount of the Performance Security is usually expressed as a percentage of the Contract Price. The percentage varies according to the Procuring Entity’s perceived risk and impact of non-performance by the Supplier. A 10% percentage is used under normal circumstances]</p>
GCC 18.3	<p>If required, the Performance Security shall be in the form of: [insert “a Demand Guarantee” or” a Performance Bond”]</p> <p>If required, the Performance security shall be denominated in [insert “a freely convertible currency acceptable to the Procuring Entity” or “the currencies of payment of the Contract, in accordance with their portions of the Contract Price”]</p>
GCC 18.4	<p>Discharge of the Performance Security shall take place: [insert date if different from the one indicated in sub clause GCC 18.4]</p>
GCC 23.2	<p>The packing, marking and documentation within and outside the packages shall be: [insert in detail the type of packing required, the markings in the packing and all documentation required]</p>
GCC 24.1	<p>The insurance coverage shall be as specified in the Incoterms. If not in accordance with Incoterms, insurance shall be as follows: [insert specific insurance provisions agreed upon, including coverage, currency and amount]</p>
GCC 25.1	<p>Responsibility for transportation of the Goods shall be as specified in the Incoterms.</p> <p>If not in accordance with Incoterms, responsibility for transportations shall be as follows: [insert “The Supplier is required under the Contract to transport the Goods to a specified place of final destination within Kenya, defined as the Project Site, transport to such place of destination in Kenya, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price”; or any other agreed upon trade terms (specify the respective responsibilities of the Procuring Entity and the Supplier)]</p>
GCC 25.2	<p>Incidental services to be provided are: [Selected services covered under GCC Clause 25.2 and/or other should be specified with the desired features. The price quoted in the Tender price or agreed with the selected Supplier shall be included in the Contract Price.]</p>
GCC 26.1	<p>The inspections and tests shall be: [insert nature, frequency, procedures for carrying out the inspections and tests]</p>
GCC 26.2	<p>The Inspections and tests shall be conducted at: [insert name(s) of location(s)]</p>
GCC 27.1	<p>The liquidated damage shall be: [insert number] % per week</p>
GCC 27.1	<p>The maximum amount of liquidated damages shall be: [insert number] %</p>
GCC 28.3	<p>The period of validity of the Warranty shall be: [insert number] days For purposes of the Warranty, the place(s) of final destination(s) shall be: [insert name(s) of location(s)]</p> <p>Sample provision</p> <p>GCC 28.3—In partial modification of the provisions, the warranty period shall be ____ hours of operation or ____ months from date of acceptance of the Goods or (____) months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <p>(a) make such changes, modifications, and/or additions to the Goods or any part</p>

	<p>thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with GCC 26.7,</p> <p>or</p> <p>(b) pay liquidated damages to the Procuring Entity with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be (_____).</p> <p><i>[The rate should be higher than the adjustment rate used in the Tender evaluation under TDS 34.6(f)]</i></p>
GCC 28.5, GCC 28.6	The period for repair or replacement shall be: <i>[insert number(s)]</i> days.
GCC 33.6	<p>If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Supplier shall be ___% (insert appropriate percentage).</p> <p>The percentage is normally up to 50%) of the reduction in the Contract Price.</p>

SECTION VIII - CONTRACT FORMS

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful tenderer after contract award.

FORM No.1:NOTIFICATION OF INTENTION TO AWARD

This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender. Send this Notification to the Tenderer's Authorized Representative named in the Tender Information Form on the format below.

FORMAT

1. For the attention of Tenderer's Authorized Representative

i) Name: _____ [insert Authorized Representative's name]

ii) Address: _____ [insert Authorized Representative's Address]

iii) Telephone: _____ [insert Authorized Representative's telephone/fax numbers]

iv) Email Address: _____ [insert Authorized Representative's email address]

[IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]

2. Date of transmission: _____ [email] on [date] _____ (local time)

This Notification is sent by _____ (Name and designation) _____

3. Notification of Intention to Award

i) Employer: _____ [insert the name of the Employer]

ii) Project: _____ [insert name of project]

iii) Contract title: _____ [insert the name of the contract]

iv) Country: _____ [insert country where ITT is issued]

v) ITT No: _____ [insert ITT reference number from Procurement Plan]

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

4. Request a debriefing in relation to the evaluation of your tender

Submit a Procurement-related Complaint in relation to the decision to award the contract.

a) The successful tenderer

i) Name of successful Tender _____

ii) Address of the successful Tender _____

iii) Contract price of the successful Tender Kenya Shillings _____ (in words _____)

b) Other Tenderers

Names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out. F

or Tenders not evaluated, give one main reason the Tender was unsuccessful.

S/No.	Name of Tender	Tender Price as read out	Tender's evaluated price (Note a)	One Reason Why Not Evaluated
1				
2				
3				
4				
5				

(Note a) State NE if not evaluated

5. How to request a debriefing

- a) DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time).
- b) You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing, your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.
- c) Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:
 - i) Attention: _____ [insert full name of person, if applicable]
 - ii) Title/position: _____ [insert title/position]
 - iii) Agency: _____ [insert name of Employer]
 - iv) Email address: _____ [insert email address]
- d) If your request for a debriefing is received within the 3 Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.
- e) The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.
- f) If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Days from the date of publication of the Contract Award Notice.

6. How to make a complaint

- a) Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [insert date] (local time).
- b) Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:
 - i) Attention: _____ [insert full name of person, if applicable]
 - ii) Title/position: _____ [insert title/position]
 - iii) Agency: _____ [insert name of Employer]
 - iv) Email address: _____ [insert email address]
- c) At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

- d) Further information: For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website www.ppra.go.ke or email complaints@ppra.go.ke. You should read these documents before preparing and submitting your complaint.
- e) There are four essential requirements:
 - i) You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
 - ii) The complaint can only challenge the decision to award the contract.
 - iii) You must submit the complaint within the period stated above.
 - iv) You must include, in your complaint, all of the information required to support your complaint.

7. Standstill Period

- i) DEADLINE: The Standstill Period is due to end at midnight on [insert date] (local time).
- ii) The Standstill Period lasts ten (10) Days after the date of transmission of this Notification of Intention to Award.
- iii) The Standstill Period may be extended as stated in paragraph Section 5(d) above.

If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Employer:

Signature:

Name: _____

Title/pos

FORM NO. 2 - REQUEST FOR REVIEW

FORM FOR REVIEW (r.203 (1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (Procuring Entity)

Request for review of the decision of the..... (Name of the Procuring Entity of dated the... day of20.....in the matter of Tender No..... of20..... for(Tender description).

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address.....P. O. Box No..... Tel. No.....Email, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:

- 1.
- 2.

By this memorandum, the Applicant requests the Board for an order/orders that:

- 1.
- 2.

SIGNED(Applicant) Dated on.....day of/...20.....

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on..... day of20.....

SIGNED

Board Secretary

FORM NO. 3 LETTER OF AWARD

[Use letterhead paper of the Procuring Entity]

_____ [Date]

To: _____ [name and address of the Supplier]

Subject: _____ **Notification of Award Contract No.....**

This is to notify you that your Tender dated _____
_____ [insert date] for execution of the
_____ [insert name of the contract and identification number, as given in the SCC] for the Accepted Contract Amount of
_____ [insert amount in numbers and words and name of currency], as corrected and modified in accordance with the Instructions to tenderers is hereby accepted by your Agency.

You are requested to furnish the Performance Security within 30 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section X, Contract Forms, of the Tendering document.

Authorized Signature: _____ Name and

Attachment: Contract Agreement

FORM NO.4- CONTRACT AGREEMENT

[The successful tenderers shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT made the _____ [insert: number] day of _____ [insert: month], [insert: year]. BETWEEN (1) _____ [insert complete name of COUNTY GOVERNMENT OF BUNGOMA, THROUGH THE DEPARTMENT OF HEALTH AND SANITATION and having its principal place of business at [insert: address of Procuring Entity] (hereinafter called "Procuring Entity"), of the one part; and (2) _____ [insert name of Supplier], a corporation incorporated under the laws of [insert: country of Supplier] and having its principal place of business at _____ [insert: address of Supplier] (hereinafter called "the Supplier"), of the other part.

1. WHEREAS The County Government of Bungoma, Through The Department of Health And Sanitation invited Tenders for certain Goods and ancillary services, viz., _____ [insert] and the Supplier agrees as follows:
 - i) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
 - ii) The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - a) the Letter of Acceptance
 - b) the Letter of Tender
 - c) the Addenda Nos. ____ (if any)
 - d) Special Conditions of Contract
 - e) General Conditions of Contract
 - f) the Specification (including Schedule of Requirements and Technical Specifications)
 - g) the completed Schedules (including Price Schedules)
 - h) any other document listed in GCC as forming part of the Contract
 - iii) In consideration of the payments to be made by The County Government of Bungoma, Through The Department of Health And Sanitation to the Supplier as specified in this Agreement, the Supplier hereby covenants with The County Government of Bungoma, Through The Department of Health And Sanitation to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
2. The County Government of Bungoma, Through The Department of Health And Sanitation hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
3. IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Kenya on the day, month and year indicated above.

For and on behalf of the Procuring Entity

Signed: _____ [insert signature]

in the capacity of _____ [insert title or other appropriated designation] In the presence of _____ [insert identification of official witness] **For and on behalf of the Supplier**

Signed: _____ [insert signature of authorized representative(s) of the Supplier] in the capacity of _____ [insert title or other appropriated designation] in the presence of _____ [insert identification of official witness]

FORM NO.5-PERFORMANCE SECURITY [Option 1-Unconditional Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: _____ [insert name and Address of Employer]

Date: _____ [Insert date of issue]

Guarantor: _____ [Insert name and address of place of issue, unless indicated in the letterhead]

1. We have been informed that _____ (hereinafter called "the Contractor") has entered into Contract No. _____ dated _____ with (name of Employer) _____ (the Employer as the Beneficiary), for the execution of _____ (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (in words), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demands supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sums specified therein.
4. This guarantee shall expire, no later than the ... Day of, 20....², and any demand for payment under it must be received by us at the office indicated above on or before that date.
5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

[Name of Authorized Official, signature(s) and seals/stamps]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

FORM No.6 - PERFORMANCE SECURITY [Option 2- Performance Bond]

[Note:ProcuringEntitiesareadvisedtousePerformanceSecurity– UnconditionalDemandBankGuaranteeinsteadofPerformanceBondduetodifficultiesinvolvedincallingBondholdert oaction]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ [insert name and Address of

Employer] **Date:** _____ [Insert date of issue]

PERFORMANCE BOND No.: _____

Guarantor: _____ [Insertnameandaddressofplaceofissue,unlessindicatedintheletterhead]

1. BythisBond _____ asPrincipal(hereinaftercalled“theContractor”)and _____

_____]asSurety(hereinaftercalled“theSurety”),areheldandfirmlyboundunto

_____]asObligee(hereinaftercalled“theEmployer”)intheamountof

_____ forthepaymentofwhichsumwellandtrulytobemadeinthetypesandproportionsofcurrenciesi nwhichtheContractPriceispayable,theContractorandtheSuretybindthemselves,theirheirs,executors,ad ministrators,successorsandassigns,jointlyandseverally,firmlybythesepresents.

2. WHEREAStheContractorhasenteredintoawrittenAgreementwiththeEmployerdatedthe

_____ dayof,20 _____,for

_____ inaccordancewiththedocuments,plans,specifications,andamendmentsthereto,whichtotheex tentthereinprovidedfor,arebyreferencemadeparthereofandarehereinafterreferredtoastheContract.

3. NOW,THEREFORE,theConditionofthisObligationissuchthat,iftheContractorshallpromptlyandfaithfullyp erformthesaidContract(includinganyamendmentsthereto),thenthisobligationshallbenullandvoid;other wise,itshallremaininfullforceandeffect.WhenevertheContractorshallbe,anddeclaredbytheEmployertob e,indefaultundertheContract,theEmployerhavingperformedtheEmployer'sobligationsthereunder,theS uretymaypromptlyremedythedefault,orshallpromptly:

1) completetheContractinaccordancewithitstermsandconditions;or

2) obtainatenderortendersfromqualifiedtenderersforsubmissiontotheEmployerforcompletingtheC ontractinaccordancewithitstermsandconditions,andupondeterminationbytheEmployerandtheS uretyofthelowestresponsiveTenderers,arrangeforaContractbetweensuchTenderer,andEmployer andmakeavailableasworkprogresses(eventhoughthereshouldbeadefaultorasuccessionofdefault sundertheContractorContractsofcompletionarrangedunderthisparagraph)sufficientfundstopayt hecostofcompletionlesstheBalanceoftheContractPrice;butnotexceeding,includingothercostsan ddamagesforwhichtheSuretymaybeliablehereunder,theamountsetforthinthefirstparagraphhere of.Theterm“BalanceoftheContractPrice,”asusedinthisparagraph,shallmeanthetotalamountpaya blebyEmployertoContractorundertheContract,lesstheamountproperlypaidbyEmployertoContra ctor;or

3) paytheEmployertheamountrequiredbyEmployertocompletetheContractinaccordancewithitster msandconditionsuptoatotalnotexceedingtheamountofthisBond.

4. TheSuretyshallnotbeliableforagreatersumthanthespecifiedpenaltyofthisBond.

5. AnysuitunderthisBondmustbeinstitutedbeforetheexpirationofoneyearfromthedateoftheissuingoftheT aking-

OverCertificate.NorightofactionshallaccrueonthisBondtoorfortheuseofanypersonorcorporationothert hantheEmployernamedhereinortheheirs,executors,administrators,successors,andassignsoftheEmploy er.

6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day _____ of _____ 20_____.

SIGNED ON _____ on behalf of _____

By ___ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

FORM NO. 7 - ADVANCE PAYMENT SECURITY [Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: _____ [Insert name and Address of Employer]

Date: _____ [Insert date of issue]

ADVANCE PAYMENT GUARANTEE No.: _____ [Insert guarantee reference number]

Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]

1. We have been informed that _____ (hereinafter called "the Contractor") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").

2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ (in words _____) is to be made against an advance payment guarantee.

3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (in words _____) upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

(a) has used the advance payment for purposes other than the costs of mobilization in respect of the goods; or

(b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Contractor on its account number _____ at _____.

5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the ___ day of _____, 2___, 2 which ever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

[Name of Authorized Official, signature(s) and seals/stamps]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

FORM NO. 8 BENEFICIAL OWNERSHIP DISCLOSURE FORM

~~THE INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM~~
The advance payment as specified in the Contract Form") is to be completed by the successful tenderer pursuant to Regulation 26(2A) and 26(6) of the Companies (Beneficial Ownership Information) Regulations, 2020. It is to be completed by the tenderer of this contract and the Employer may need to verify the beneficial ownership information to be submitted. Such verification shall be carried out by the Employer and of the beneficiary of the contract. The expiration date established in the guarantee. For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the legal person (tenderer) or arrangements or a natural person on whose behalf a transaction is conducted, and includes those persons who exercise ultimate effective control over a legal person (Tenderer) or arrangement.

(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

Tender Reference No.: _____ [insert identification

no] Name of the Tender Title/Description: _____ [insert name of the

assignment] to: _____ [insert complete name of Procuring Entity]

In response to the requirement in your notification of award dated ____ [insert date of notification of award] to furnish additional information on beneficial ownership: _____ [select one option as applicable and delete the options that are not applicable]

1) We here by provide the following beneficial ownership information.

Details of beneficial ownership

	Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
1.	FullName		Directly----- --- %of shares	Directly.....%ofvotingri ghts	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes ----No---- 2. Is this right held directly or indirectly?: Direct..... Indirect.....	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes ----No---- 2. Is this influence or control exercised directly or indirectly? Direct..... Indirect.....
	National identity card number/Passport number		Indirectly----- ---- %of shares	Indirectly----- %ofvotingrights		
	Personal Identification Number (where applicable)					
	Nationality					
	Date of birth [dd/mm/yyyy]					
	Postal address					
	Residential address					
	Telephone number					
	Email address					
Occupation or profession						
2.	FullName		Directly----- --- %of shares	Directly.....%ofvotingri ghts	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes ----No---- 2. Is this right held directly or indirectly?: Direct.....	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes ----No---- 2. Is this influence or control exercised directly or indirectly? Direct..... Indirect.....
	National identity card number/Passport number		Indirectly----- ---- %of shares	Indirectly----- %ofvotingrights		
	Personal Identification Number (where applicable)					
	Nationality(ies)					
	Date of birth [dd/mm/yyyy]					
	Postal address					
	Residential address					

Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
	Telephonenummer			Indirect.....	
	Emailaddress				
	Occupationorprofession				
3. e.t .c					

II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020. (Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.

- III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:
- (a) holds at least ten percent of the issued shares in the company either directly or indirectly;
 - (b) exercises at least ten percent of the voting rights in the company either directly or indirectly;
 - (c) holds a right, directly or indirectly, to appoint or remove a director of the company; or
 - (d) exercises significant influence or control, directly or indirectly, over the company.

IV) What is stated to herein above is true to the best of my knowledge, information and belief.

Name of the Tenderer:*[insert complete name of the Tenderer]_____

Name of the person duly authorized to sign the Tender on behalf of the Tenderer: ** [insert complete name of person duly authorized to sign the Tender]

Designation of the person signing the Tender: [insert complete title of the person signing the Tender]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date this [insert date of signing] day of..... [Insert month], [insert year]

Bidder Official Stamp